STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

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Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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May 31, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **retroactive** agreements with the fifteen (15) vendors, as listed in the tables below, for the provision of primary health care services that include preventive and episodic health care for acute and chronic health conditions for people of all ages, statewide; including pregnant women, children, adolescents, adults, the elderly and homeless individuals, effective **retroactive** to April 1, 2018 upon Governor and Executive Council approval through March 31, 2020. 26% Federal Funds and 74% General Funds.

Primary Care Services			
Vendor	**Vendor Number**	**Location**	**Amount**
Ammonoosuc Community Health Services, Inc.	177755-R001	25 Mount Eustis Road, Littleton, NH 03561	$373,662
Coos County Family Health Services, Inc.	155327-B001	133 Pleasant Street, Berlin, NH 03570	$213,277
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$1,017,629
HealthFirst Family Care Center	158221-B001	841 Central Street, Franklin, NH 03235	$477,877
Indian Stream Health Center	165274-B001	141 Corliss Lane, Colebrook, NH 03576	$157,917

Lamprey Health Care, Inc.	177677-R001	207 South Main Street, Newmarket, NH 03857	$1,049,538
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$1,190,293
Mid-State Health Center	158055-B001	101 Boulder Point Drive, Suite 1, Plymouth, NH 03264	$306,570
Weeks Medical Center	177171-R001	170 Middle Street, Lancaster, NH 03584/PO Box 240, Whitefield, NH 03598	$180,885
Sub-Total			***$4,967,648***

Primary Care Services for Specific Counties			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Community Health Center	157274-B001	145 Hollis Street, Manchester NH 03101	$80,000
Concord Hospital	177653-B011	250 Pleasant St, Concord, NH 03301	$484,176
White Mountain Community Health Center	174170-R001	298 White Mountain Highway, PO Box 2800, Conway, NH 03818	$352,976
Sub-Total			***$917,152***

Primary Care Services for the Homeless			
Vendor	**Vendor Number**	**Location**	**Amount**
Greater Seacoast Community Health	154703-B001	311 Route 108, Somersworth, NH 03878	$146,488
Harbor Homes, Inc.	155358-B001	77 Northeastern Blvd, Nashua, NH 03062	$150,848
Sub-Total			***$297,336***

Primary Care Services for the Homeless – Sole Source for Manchester Department of Public Health			
Vendor	**Vendor Number**	**Location**	**Amount**
Manchester Health Department	177433-B009	1528 Elm Street, Manchester, NH 03101	$155,650
Sub-Total			***$155,650***
Primary Care Services Total Amount			**$6,337,786**

Funds are available in the following account for State Fiscal Years 2018 and 2019, and anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902010-51900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, MATERNAL - CHILD HEALTH

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2018	102-500731	Contracts for Program Svcs	90080100	$792,224
2019	102-500731	Contracts for Program Svcs	90080100	$3,168,891
2020	102-500731	Contracts for Program Svcs	90080100	$2,376,671
Total				**$6,337,786**

EXPLANATION

This request is **retroactive** as the Request for Proposals timeline extended beyond the expiration date of the previous primary care services contracts. The Request for Proposals was reissued to ensure that services would be provided in specific counties and in the City of Manchester, where the need is the greatest. Continuing this service without interruption allows for the availability of primary health care services for New Hampshire's most vulnerable populations who are at disproportionate risk of poor health outcomes and limited access to preventative care.

The agreement with the Manchester Health Department is **sole source**, as it is the only vendor capable and amenable to provide primary health care services to the homeless population of the City of Manchester. This community has been disproportionately impacted by the opioid crisis; increasing health risks to individuals who experience homelessness.

The purpose of these agreements is to provide primary health care services that include preventive and ongoing heath care for acute and chronic health conditions for people of all ages, including pregnant women, children, adolescents, adults, the elderly and the homeless. Primary and preventative health care services are provided to underserved, low-income and homeless individuals who experience barriers to accessing health care due to issues such as lack of insurance, inability to pay, limited language proficiency and geographic isolation. Primary care providers provide an array of enabling patient-centered services such as care coordination, translation services, transportation, outreach, eligibility assistance, and health education. These services assist individuals in overcoming barriers to achieve their optimal health.

Primary Care Services vendors were selected for this project through competitive bid processes. The Request for Proposals for Primary Care Services was posted on the Department of Health and Human Services' website from December 12, 2017 through January 23, 2018. A separate Request for Proposals to address a deficiency in Primary Care Services for specific counties was posted on the Department's website from February 12, 2018 through March 2, 2018. Additionally, the Request for Proposals for Primary Care Services for the Homeless was posted on the Department's website from January 26, 2018 through March 13, 2018.

The Department received fourteen (14) proposals. The proposals were reviewed and scored by a team of individuals with program specific knowledge. The Score Summaries are attached. A separate sole source agreement is requested to address the specific need of the homeless population of the City of Manchester.

As referenced in the Request for Proposals and in Exhibit C-1, Revisions to General Provisions, these Agreements reserve the option to extend contract services for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will directly oversee and manage the contracts to ensure that quality improvement, enabling and annual project objectives are defined in order to measure the effectiveness of the program.

Should the Governor and Executive Council not authorize this request, the Department may be unable to ensure preventive and regular health care for acute and chronic health conditions for low income and homeless individuals of all ages, including pregnant women, children, adolescents, adults, and the elderly throughout the state.

Area served: Statewide.

Source of Funds: 26% Federal Funds from the US Department of Health and Human Services, Human Resources & Services Administration (HRSA), Maternal and Child Health Services (MCHS) Catalog of Federal Domestic Assistance (CFDA) #93.994, Federal Award Identification Number (FAIN), B04MC30627 and 74% General Funds.

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

Respectfully submitted,

Lisa Morris, MSSW
Director

Approved by:

Jeffrey A. Meyers
Commissioner

Subject: Primary Care Services (RFP-2018-DPHS-15-PRIMA)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Ammonoosuc Community Health Services, Inc.		1.4 Contractor Address 25 Mount Eustis Road, Littleton, NH 03561	
1.5 Contractor Phone Number 603-991-7756	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $373,662
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature [signature]		1.12 Name and Title of Contractor Signatory Edward D. Shanshala, II - CEO	
1.13 Acknowledgement: State of NH, County of Grafton On March 28, 2018, 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] [signature]			
1.13.2 Name and Title of Notary or Justice of the Peace CAROL A. HEMENWAY, Notary Public My Commission Expires October 21, 2020			
1.14 State Agency Signature [signature] Date: 4/26/18		1.15 Name and Title of State Agency Signatory LISA MORRIS, Director DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: [signature]		On: 5/21/18	
1.18 Approval by the Governor and Executive Council *(if applicable)* By:		On:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials CDSJT
Date 03-26-18

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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Date 03-26-18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

Contractor Initials EDS-IT
Date 03-26-18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of

improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. **Definitions**

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

Contractor Initials: EDS
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2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI $\geq$ 23 and < 30

2.5.1.2. Age 18 through 64 BMI $\geq$ 18.5 and < 25

2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. Preventive Health: Tobacco Screening

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

Contractor Initials: EDS

Date: 03-26-18

recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

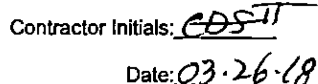
2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. At Risk Population: Hypertension

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.



Contractor Initials: CDS
Date: 03-26-18

2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are

Contractor Initials: EDCH

Date: 03-26-18

enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Exhibit A-2 – Report Timing Requirements

1.1. **Primary Care Services Reporting Requirements**

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2. **Annual Reports**

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each

Contractor Initials: EDSH

Date: 03-26-18

identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year;

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1. Primary Care Services Measure Data Trend Table (DTT), due on;

1.3.1.1. July 31, 2018 (measurement period July 1– June 30) and;

1.3.1.2. January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF);

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

      4.2.2. Onsite reviews may be required.

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

      Financial Administrator

      Department of Health and Human Services

      Division of Public Health

      29 Hazen Dr.

      Concord, NH 03301

Exhibit B

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Budget Request for: Primary Care Services

Budget Period: April 1, 2018 - June 30, 2018

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 77,017.99	$ -	$ 77,017.99	$ 35,563.40	$ -	$ 35,563.40	$ 41,454.59	$ -	$ 41,454.59
2. Employee Benefits	$ 9,892.67	$ -	$ 9,892.67	$ 4,639.26	$ -	$ 4,639.26	$ 5,253.41	$ -	$ 5,253.41
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 86,910.66	$ -	$ 86,910.66	$ 40,202.66	$ -	$ 40,202.66	$ 46,708.00	$ -	$ 46,708.00
Indirect As A Percent of Direct		0.0%							

Contractor's Initials EDS JT

Date 03.26.18

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Budget Request for: Primary Care Services

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 308,071.92	$ -	$ 308,071.92	$ 142,253.56	$ -	$ 142,253.56	$ 165,818.36	$ -	$ 165,818.36
2. Employee Benefits	$ 39,570.67	$ -	$ 39,570.67	$ 18,558.03	$ -	$ 18,558.03	$ 21,012.64	$ -	$ 21,012.64
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 347,642.59	$ -	$ 347,642.59	$ 160,811.59	$ -	$ 160,811.59	$ 186,831.00	$ -	$ 186,831.00
Indirect As A Percent of Direct		0.0%							

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder/Program Name: AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Budget Request for: Primary Care Services

Budget Period: July 1, 2019 - March 31, 2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 231,053.94	$ -	$ 231,053.94	$ 106,690.17	$ -	$ 106,690.17	$ 124,363.77	$ -	$ 124,363.77
2. Employee Benefits	$ 29,678.00	$ -	$ 29,678.00	$ 13,918.77	$ -	$ 13,918.77	$ 15,759.23	$ -	$ 15,759.23
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 260,731.94	$ -	$ 260,731.94	$ 120,608.94	$ -	$ 120,608.94	$ 140,123.00	$ -	$ 140,123.00
Indirect As A Percent of Direct		0.0%							

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;

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

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

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

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
    When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

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

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

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

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

03-26-2018
Date

Name:
Title: CEO

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

03-26-2018
Date

Name:
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Contractor Name:

03.26.2018
Date

Name:
Title: CEO

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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:

03-26-2018
Date

Name:
Title: CFO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

03-26-2018
Date

Name:
Title: CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Contractor Initials EDS
Date 03-26-18

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Ammonoosuc Community Health Services, Inc
The State	Name of the Contractor
[signature]	[signature]
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Edward D Shanshala II
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	CEO
Title of Authorized Representative	Title of Authorized Representative
4/26/18	03.26.2018
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

03.26.2018
Date

Name:
Title: CEO

FORM A

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

1. The DUNS number for your entity is: 033479023

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

   ✓ NO   ________ YES

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

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

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

   ________ NO   ________ YES

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

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

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

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or

consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not

use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the

scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

b. safeguard this information at all times.

c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact program and policy:
(Insert Office or Program Name)
(Insert Title)
DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacy.Officer@dhhs.nh.gov

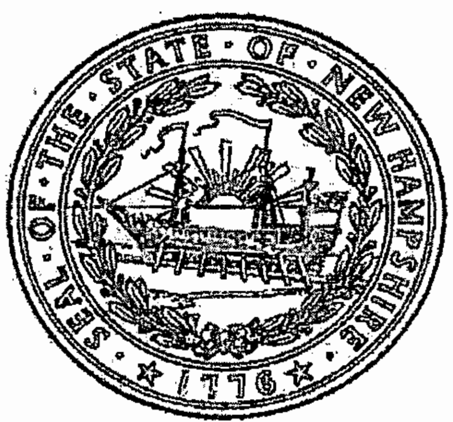
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AMMONOOSUC COMMUNITY HEALTH SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 24, 1975. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61161



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2017.

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.	Business ID:	61161
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	03/24/1975	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	03/24/1975		
Principal Office Address:	25 Mount Eustis Road, Littleton, NH, 03561, USA	Mailing Address:	NONE
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
No records to view.		

Registered Agent Information

Name:	Not Available
Registered Office Address:	Not Available
Registered Mailing Address:	Not Available

(/online/Home/) Back to Home (/online)

CERTIFICATE OF VOTE

I, Douglas Harman of Ammonoosuc Community Health Services, Inc., do hereby certify that:

1. I am the duly elected President of Ammonoosuc Community Health Services, Inc.;

2. The following is a true copy of the resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on March 28, 2018;

RESOLVED: That Ammonoosuc Community Health Services, Inc., enters into contracts with the State of New Hampshire, acting through its Department of Health and Human Services.
RESOLVED: That the Chief Executive Officer is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of March 28, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the corporation this 28'th day of March, 2018.

Board President

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON

The foregoing instrument was acknowledged before me this 28'th day of March, 2018 by Douglas Harman.

Notary Public/Justice of the Peace
My Commission Expires:

CAROL A. HEMENWAY, Notary Public
My Commission Expires October 21, 2020

Y:\ACHS BOARD OF DIRECTORS\Certificate of Vote\2018-0327StateContractsGeneral.docx

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/03/2018

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

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

PRODUCER	
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.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hanover Insurance Company	22292
INSURER B: Citizens Insurance Company of	31534
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Ammonoosuc Community Health Services
25 Mount Eustis Road
Littleton NH 03561

COVERAGES **CERTIFICATE NUMBER:** 2017 2018 w Auto **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			OBV9707763-06	10/04/2017	10/04/2018	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			OBV9707763	10/04/2017	10/04/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WHVA353429	07/10/2017	07/10/2018	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER	CANCELLATION
NH Dept of Health & Human Services 129 Pleasant Street Concord NH 03301-3857	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Pat M Mack

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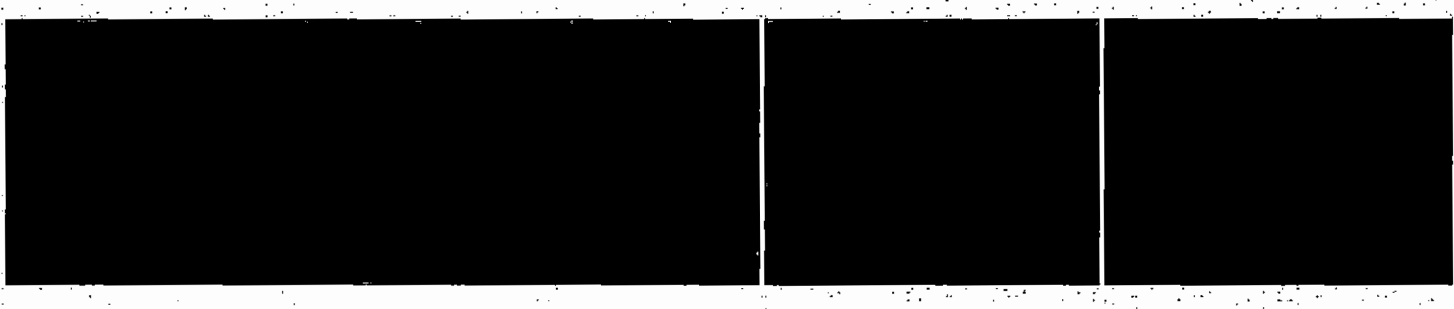
Ammonoosuc Community Health Services, Inc.

Mission Statement

It is the mission of Ammonoosuc Community Health Services to provide a stable network of comprehensive Primary Health Care Services to individuals and families throughout the communities we serve.
In support of this mission, ACHS provides evidence based, outcome specific, systematic care that is patient centered, focused on prevention, and accessible and affordable to all.



FINANCIAL STATEMENTS

and

REPORTS IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS AND THE UNIFORM GUIDANCE

June 30, 2017 and 2016

With Independent Auditor's Report

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Ammonoosuc Community Health Services, Inc.

Report on Financial Statements

We have audited the accompanying financial statements of Ammonoosuc Community Health Services, Inc. (the Organization), which comprise the balance sheets as of June 30, 2017 and 2016, and the related statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Ammonoosuc Community Health Services, Inc. as of June 30, 2017 and 2016, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated October 25, 2017 on our consideration of Ammonoosuc Community Health Services, 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 Ammonoosuc Community Health Services, Inc.'s internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
October 25, 2017

AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Balance Sheets

June 30, 2017 and 2016

ASSETS

	2017	2016
Current assets		
Cash and cash equivalents	$ 810,305	$ 660,596
Patient accounts receivable, less allowance for uncollectible accounts of $274,925 in 2017 and $215,242 in 2016	907,377	896,913
Grants and other receivables	73,874	39,793
Due from third-party payers	39,118	30,724
Inventory	143,954	236,704
Prepaid expenses	129,103	131,877
Total current assets	2,103,731	1,996,607
Beneficial interest in funds held by others	102,720	92,815
Property and equipment, net	4,510,366	4,698,815
Total assets	$ 6,716,817	$ 6,788,237

LIABILITIES AND NET ASSETS

	2017	2016
Current liabilities		
Accounts payable and accrued expenses	$ 201,429	$ 168,999
Accrued payroll and related expenses	733,294	662,199
Deferred revenue	-	15,000
Current maturities of long-term debt	76,890	74,250
Total current liabilities	1,011,613	920,448
Long-term debt, less current maturities	1,333,964	1,416,016
Total liabilities	2,345,577	2,336,464
Net assets		
Unrestricted	4,299,034	4,389,472
Temporarily restricted	9,905	-
Permanently restricted	62,301	62,301
Total net assets	4,371,240	4,451,773
Total liabilities and net assets	$ 6,716,817	$ 6,788,237

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

AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Statements of Operations

Years Ended June 30, 2017 and 2016

	2017	2016
Operating revenue		
Patient service revenue	**$ 9,568,741**	$ 9,571,816
Provision for bad debts	**(90,537)**	(58,566)
Net patient service revenue	**9,478,204**	9,513,250
Grant revenue	**2,507,431**	2,397,137
Other operating revenue	**104,897**	193,194
Net assets released from restriction for operations	**521**	-
Total operating revenue	**12,091,053**	12,103,581
Operating expenses		
Salaries and benefits	**8,197,756**	7,475,141
Other operating expenses	**3,773,263**	4,001,056
Depreciation	**258,704**	250,285
Interest expense	**50,984**	54,171
Total operating expenses	**12,280,707**	11,780,653
Operating (loss) income	**(189,654)**	322,928
Non-operating revenue and gains (losses)		
Contributions	**85,391**	110,264
Interest income	**2,725**	3,017
Other	**-**	(3,986)
Total non-operating revenue and gains (losses)	**88,116**	109,295
(Deficit) excess of revenue over expenses	**(101,538)**	432,223
Donated land	**11,100**	-
(Decrease) increase in unrestricted net assets	**$ (90,438)**	$ 432,223

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

AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Statements of Changes in Net Assets

Years Ended June 30, 2017 and 2016

	2017	2016
Unrestricted net assets		
(Deficit) excess of revenue over expenses	$ (101,538)	$ 432,223
Donated land	11,100	-
(Decrease) increase in unrestricted net assets	(90,438)	432,223
Temporarily restricted net assets		
Change in fair value of beneficial interest in funds held by others	10,426	-
Net assets released from restriction for operations	(521)	-
Increase in temporarily restricted net assets	9,905	-
Change in net assets	(80,533)	432,223
Net assets, beginning of year	4,451,773	4,019,550
Net assets, end of year	$ 4,371,240	$ 4,451,773

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

AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Statements of Cash Flows

Years Ended June 30, 2017 and 2016

	2017	2016
Cash flows from operating activities		
Change in net assets	$ **(80,533)**	$ 432,223
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Provision for bad debts	**90,537**	58,566
Depreciation	**258,704**	250,285
Change in value of beneficial interest in funds held by others, net of account distributions	**(9,905)**	3,986
Donated land	**(11,100)**	-
(Decrease) increase in the following assets:		
Patient accounts receivable	**(101,001)**	(126,743)
Grants and other receivables	**(34,081)**	16,774
Due from third-party payers	**(8,394)**	1,584
Inventory	**92,750**	41,685
Prepaid expenses	**2,774**	(51,393)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	**32,430**	(44,791)
Accrued payroll and related expenses	**71,095**	36,322
Deferred revenue	**(15,000)**	(10,000)
Net cash provided by operating activities	**288,276**	608,498
Cash flows from investing activities		
Capital acquisitions	**(59,155)**	(217,769)
Cash flows from financing activities		
Payments on long-term debt	**(79,412)**	(76,574)
Net increase in cash and cash equivalents	**149,709**	314,155
Cash and cash equivalents, beginning of year	**660,596**	346,441
Cash and cash equivalents, end of year	$ **810,305**	$ 660,596
Supplemental disclosures of cash flow information		
Cash paid for interest	$ **50,984**	$ 54,171
Non-cash transactions:		
Donated land	**11,100**	-

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

1. Summary of Significant Accounting Policies

Organization

Ammonoosuc Community Health Services, Inc. (the Organization) is a non-stock, non-profit corporation organized in the State of New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides a number of preventative health programs in the towns of Franconia, Littleton, Woodsville, Warren, and Whitefield and surrounding communities.

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

Use of Estimates

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

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Accounts receivable related to medical and dental services are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of accounts receivable, the Organization analyzes its past history and identifies trends for funding source in the aggregate. Management regularly reviews data about revenue and collections in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. An allowance for uncollectible accounts related to the Organization's pharmacy accounts receivable is not deemed necessary, as patient payments are required prior to the drugs being provided and due to the high collectibility of the insurance balances.

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

	2017	2016
Balance, beginning of year	**$ 215,242**	$ 196,766
Provision	**90,537**	58,566
Write-offs	**(30,854)**	(40,090)
Balance, end of year	**$ 274,925**	$ 215,242

The increase in the allowance is primarily due to an increase in the amount due from uninsured dental patients.

Grants and Other Receivables

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Inventory

Inventory consisting of pharmaceutical drugs is valued first-in, first-out method and is measured at the lower of cost or market.

Beneficial Interest in Funds Held by Others

The Organization is beneficiary of agency endowment funds at the New Hampshire Charitable Foundation (the Foundation) as a result of contributing endowment funds received from donors to be held and administered by the Foundation. Income from the funds is used to support the operating expenses of the Organization and to support palliative and hospice care.

Pursuant to the terms of the resolutions establishing the funds, property contributed to the Foundation is held as separate funds designated for the benefit of the Organization.

In accordance with its spending policy, the Foundation makes distributions from the funds to the Organization. The distributions are approximately 4.03% of the market value of the fund per year. The Organization's interest in the funds is recognized as permanently restricted net assets with changes in fair value reported as temporarily restricted. Distributions from the funds are reported as net assets released from restriction for operations.

Property and Equipment

Property and equipment are carried at cost. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

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

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Organization has been limited by grantors or donors to a specific time-period or purpose. There were $9,905 of temporarily restricted net assets at June 30, 2017 and none at June 30, 2016.

Permanently restricted net assets include net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes. Permanently restricted net assets amounted to $62,301 at June 30, 2017 and 2016.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as patient service revenue.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization operates a pharmacy and also contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the contracted pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses and drug costs incurred related to the program are included in other operating expenses. Expenses related to the operation of the Organization's pharmacy are categorized in the applicable operating expense classifications.

Donor-Restricted Gifts

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

Functional Expenses

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

	2017	2016
Program services	**$10,067,584**	$ 9,759,871
Administrative and general	**2,213,123**	2,020,782
Total	**$12,280,707**	$11,780,653

(Deficit) Excess of Revenue over Expenses

The statements of operations reflect the (deficit) excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the (deficit) excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through October 25, 2017, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

On July 11, 2017, the Organization signed a commitment letter for a loan in the amount of $340,000 for the purchase of a building in Whitefield, New Hampshire, which the Organization is currently renting from the seller. This is a 15 year term loan. The purchase and sales agreement was signed on September 18, 2017 to purchase the property for $362,100 which is inclusive of a 15% "Community Benefit" from the seller.

2. Beneficial Interest in Funds Held by Others

Financial accounting standards established a valuation hierarchy for disclosure of the inputs used to measure fair value. This hierarchy prioritizes the inputs into three broad levels as follows:

- Level 1 inputs: Quoted prices traded daily in an active market.
- Level 2 inputs: Other than quoted prices for active markets that are traded less frequently than daily.
- Level 3 inputs: Unobservable inputs.

The fair value of the beneficial interest in funds held by others is measured on a non-recurring basis using Level 3 inputs. The fair value is determined annually based on the fair value of the assets in the trust using the market approach, as represented by the Foundation's management. The Organization's management determines the reasonableness of the methodology by evaluating market developments.

The following table sets forth a summary of the change in the fair value of the Level 3 beneficial interest in funds held by others:

	2017	2016
Balance, beginning of year	**$ 92,815**	$ 96,801
Change in fair value	**11,029**	(2,873)
Distributions	**(521)**	(515)
Fees	**(603)**	(598)
Balance, end of year	**$ 102,720**	$ 92,815

3. Property and Equipment

Property and equipment consisted of the following:

	2017	2016
Land, buildings and improvements	**$ 5,575,314**	$ 5,564,214
Furniture and equipment	**1,027,218**	1,238,160
Total cost	**6,602,532**	6,802,374
Less accumulated depreciation	**2,092,166**	2,103,559
Property and equipment, net	**$ 4,510,366**	$ 4,698,815

The Organization's Littleton and Warren properties were renovated with federal grant funding under the ARRA - Capital Improvement Program and ACA - Capital Development Program. In accordance with the grant agreement, a Notice of Federal Interest (NFI) was required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM), Health Resources and Services Administration (HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

Upon obtaining the mortgages included in Note 5 below on the Organization's property at 25 Mount Eustis Road, in Littleton, New Hampshire, the Organization received the required written permission from OFAM and HRSA where by HRSA subordinated its Federal Interest in the property to the bank.

4. Line of Credit

The Organization has a $250,000 line of credit with a local banking institution through December 2017. Borrowings on the line of credit bear an interest rate equal to the Wall Street Journal Prime Rate (4.25% at June 30, 2017). The line of credit is payable on demand and is collateralized by all business assets. There was no balance outstanding at June 30, 2017 and 2016.

5. Long-Term Debt

Long-term debt consisted of the following:

	2017	2016
Note payable to a local bank, payable in monthly installments of $4,393, including interest at 3.5%, through August 2026, collateralized by real estate which is subject to a Notice of Federal Interest (see Note 3) and all other assets.	**$ 417,426**	$ 455,815
Variable rate note payable to a local bank, payable in monthly installments of $3,480, including interest at 3.5%, through October 2024, at which time the interest will be adjusted to the Wall Street Journal Prime Rate plus 1% through October 2035, collateralized by real estate and all other assets.	**540,149**	562,584
Variable rate note payable to a local bank, payable in monthly installments of $2,900, including interest at 3.5%, through December 2024, at which time the interest will be adjusted to the Wall Street Journal Prime Rate plus 1% through December 2035, collateralized by real estate and all other assets.	**453,279**	471,867
Total long-term debt	**1,410,854**	1,490,266
Less current maturities	**76,890**	74,250
Long-term debt, excluding current maturities	**$ 1,333,964**	$ 1,416,016

Scheduled principal repayments on long-term debt for the next five years are as follows:

2017	$ 76,890
2018	79,625
2019	82,456
2020	85,390
2021	70,827

6. Patient Service Revenue

Patient service revenue follows:

	2017	2016
Medical and dental revenue		
Medicare	**$ 2,374,942**	$ 2,215,922
Medicaid	**1,390,940**	1,515,942
Other third-party payers	**2,208,390**	2,438,353
Private pay	**407,404**	295,459
Total medical and dental revenue	**6,381,676**	6,465,676
Pharmacy revenue	**3,187,065**	3,106,140
Total patient service revenue	**$ 9,568,741**	$ 9,571,816

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2016.

Vermont Medicaid

As an FQHC, the Organization is reimbursed for the medical care of qualified patients at specified interim contractual rates during the year. Differences between the Vermont Medicaid interim contractual rate and the cost of care as defined by the Principles of Reimbursement governing the program are determined and settled on a retrospective basis. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Vermont Medicaid cost reports have been audited and retroactively settled through June 30, 2015.

New Hampshire Medicaid and Other Payers

The Organization also has entered into payment agreements with New Hampshire Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per member, per month basis.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to $1,061,670 and $1,060,706 for the years ended June 30, 2017 and 2016, respectively. The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

7. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of individual payers in which the balance due to the Organization exceeded 10% of the gross accounts receivable balance at June 30:

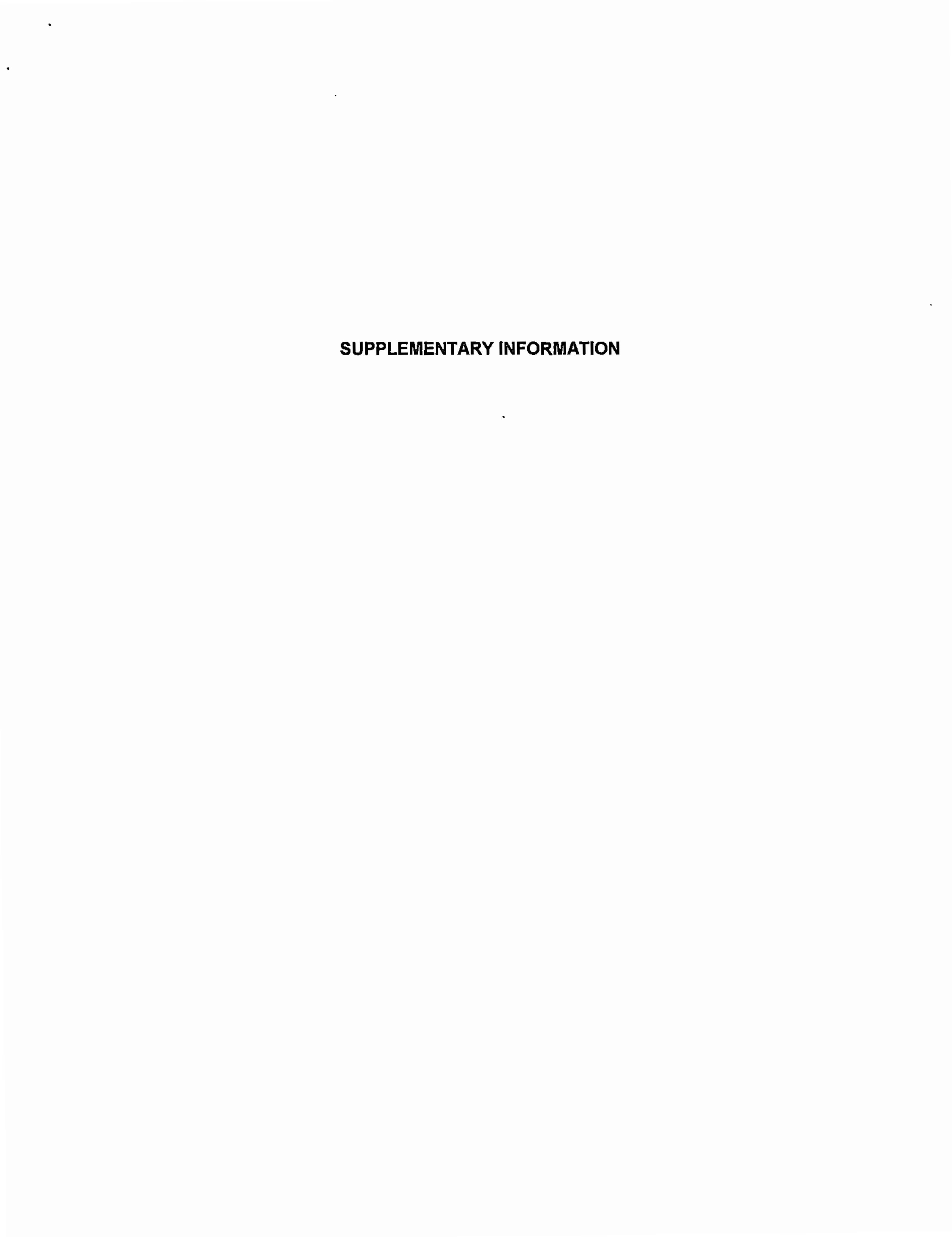
	2017	2016
Medicare	**29 %**	27 %
Medicaid	*	14 %
Blue Cross Blue Shield	**14 %**	*

* amount is less than 10% of gross accounts receivable

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2017 and 2016, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 91% of grant revenue.

8. Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of June 30, 2017, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.



SUPPLEMENTARY INFORMATION

AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2017

Federal Grant/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Contract Number	Total Federal Expenditures
United States Department of Health and Human Services:			
Direct:			
Health Centers Cluster			
Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		$ 627,282
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		1,620,363
Total Health Centers Cluster			2,247,645
Pass-Through:			
State of New Hampshire Department of Health and Human Services			
Maternal and Child Health Services Block Grant to the States	93.994	102-500731/90080000	13,084
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations Financed in Part by Prevention and Public Health Funds	93.752	102-500731/90080081	16,224
Coos County Family Health Services, Inc.			
Preventive Health and Health Services Block Grant	93.991	n/a	8,493
Total Federal Awards, All Programs			$ 2,285,446

The accompanying notes are an integral part of this schedule.

AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2017

1. Basis of Presentation

The schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Ammonoosuc Community Health Services, Inc. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of Ammonoosuc Community Health Services, Inc.

2. Summary of Significant Accounting Policies

Expenditures reported on this Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are either not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available. Ammonoosuc Community Health Services, Inc. has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

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

Board of Directors
Ammonoosuc Community Health Services, Inc.

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Ammonoosuc Community Health Services, Inc. (the Organization), which comprise the balance sheet as of June 30, 2017, and the related statements of operations, changes in net assets and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 25, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free 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.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
October 25, 2017

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR THE MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors
Ammonoosuc Community Health Services, Inc.

Report on Compliance for the Major Federal Program

We have audited Ammonoosuc Community Health Services, Inc.'s (the Organization) compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on its major federal program for the year ended June 30, 2017. The Organization's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the Organization's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

Opinion on the Major Federal Program

In our opinion, Ammonoosuc Community Health Services, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2017.

Board of Directors
Ammonoosuc Community Health Services, Inc.

Report on Internal Control Over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
October 25, 2017

AMMONOOSUC COMMUNITY HEALTH SERVICES, INC.

Schedule of Findings and Questioned Costs

Year Ended June 30, 2017

1. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified?	☐	Yes	☑	No
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	☐	Yes	☑	None reported
Noncompliance material to financial statements noted?	☐	Yes	☑	No

Federal Awards

Internal control over major programs:

Material weakness(es) identified?	☐	Yes	☑	No
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	☐	Yes	☑	None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	☐	Yes	☑	No

Identification of major programs:

CFDA Number	Name of Federal Program or Cluster
	Health Centers Cluster

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

Auditee qualified as low-risk auditee?	☑	Yes	☐	No

2. Financial Statement Findings

None.

3. Federal Award Findings and Questioned Costs

None.

Ammonoosuc Community Health Services, Inc.
2017 – 2018 Board of Directors updated 3/28/2018

Doug Harman, *President*	**Mark Secord, *Vice President***
Ned Densmore, *Secretary*	**John Rapoport, *Treasurer***
Betsy Harman	**C. Ronald Spaulding, DDS**
Rick Christoffersen	**Gary Merchant**
Erik Becker	**Sandy Laleme**
Ivy Pearson	**Bob Tortorice**

Teresa C. Brooks

359 Cyr Road, Littleton NH 03561

(603)-444-8204 or (603)-444-5412
Email Teresa.Brooks@achs-inc.org

Experience:

Ammonoosuc Community Health Services, Inc. – *Chief Operating Officer* 2014 - present

- Chief Operating Officer 2014 - present
- Patient Services and Employee Education Director 2008 – 2014
- Assistant Operations Director 2006 – 2008
- Office Manager 1996 – 2006
- Receptionist/Medical Assistant 1995 – 1996

John H Spicer, MD – *Office Manager & Medical Assistant* 1993 – 1995

Concord Orthopaedic Professional Association. – *Medical Assistant* 1990 – 1993

Thomas J. Barrett, MD. – *Office Manager* 1982 – 1985

Education, Accomplishments, Awards, and Certifications:

- Medical Records Law Certificate, 2007
- Workplace Violence Certificate, 2004
- Domestic Violence Certificate, 2004
- Leadership North Country, first graduating class, 2003
- The changing role of leadership & Supervision certificate, 2002
- Dealing with Difficult people certificate, 2002
- Criticism and Discipline Skills for Managers Certificate, 1997
- Freestanding Ambulatory Care Accreditation: Standards and Survey Process, 1997
- Chronic Care Management in Primary Care Certificate, 1996
- River View Community College, 1982 – Associate Applied Science – Medical Assistant

Volunteering and Leadership:

- Member, Advisory Board for the Allied Health Program, Littleton High School.
- Member, Advisory Board for the New Hampshire Community College in Berlin, medical Assistant program.
- Facilitator, NH Dartmouth Family Practice Residencies WinterLogic, 1999

Kenneth L. Riebel

658 Cottage Street, Littleton, NH 03561

(603)-444-2464 or (603) 444-2307
Email Ken.Riebel@achs-inc.org

Experience:

Ammonoosuc Community Health Services, Inc. - *Chief Financial Officer*	06/1994 – Present
Cargill Blake Construction Co., Inc. – Controller	05/1985– 06/1994
Courier Printing Company, Inc. – Controller	02/1981 – 05/1985
Franconia Paper Company, Inc. – Chief Accountant	1979 – 1981
Littleton Regional Hospital – Accountant	1977 – 1979
Glassboro State College – Junior Accountant	1974 – 1976

Education

Bachelors of Science in Accounting with Computer Science minor, 1974	Drexel University
A.S. in Accounting with Computer Science minor, 1972	Gloucester County College

Volunteering and Leadership:

- Member of State of NH Family Planning Formulary Work Group 2004-2005
- Member of State of NH Medicaid Prospective Payment System Work Group 2002 - 2003
- Member of Town of Bethlehem Task Force for Solid Waste Disposal Alternatives 1999

Edward D Shanshala II, MSHSA, MSEd

2386 Main St. Bethlehem, NH 03574-0128

(603) 444-8223 or (603) 991-7756
Email ed.shanshala@achs-inc.org

Experience:

Ammonoosuc Community Health Services, Inc. - *Chief Executive Officer*	07/2007 - Present
Ammonoosuc Community Health Services, Inc. - *Chief Operating Officer*	12/ 2005 – 06/2007
Roberts Wesleyan College - *Adjunct Faculty*	11/ 2005 – 12/2005
Semper Unum - *Principal Consultant*	01/ 2004 – Present
Rochester Primary Care Network Inc. - *Interim CEO and Vice President of Operations*	03/ 2003 – 01/ 2005
Rochester Institute of Technology - *Adjunct Faculty*	01/2002 – 01/2004
Keuka College - *Adjunct Faculty*	08/2002 – 08/2005
Finger Lakes VNS & Ontario Yates Hospice Inc. - *Director of QI, Education Enhancement & CCO*	03/1997- 03/2003
Strong Memorial Hospital, University of Rochester Medical Center - *Reengineering Project Coordinator*	05/1995- 03/1997
University of Rochester Medical Center: Department of Pharmacology *Professional - Tech. Assoc. II*	06/1987 – 05/1995

Education

Masters of Science in Health Systems Administration, 2000	Rochester Institute of Technology
Masters of Science in Education, 1994	University of Rochester
Bachelors of Science in Biotechnology, 1987	Rochester Institute of Technology
Associates of Science in Chemistry, 1985	Rochester Institute of Technology

Grants, Scholarships, Awards, and Professional Leadership:

- 2000 Academic Excellence Award, Masters of Science Health Systems Administration
- 2000 Distance Learning 20/2000 Competitive Graduate Scholarship, Rochester Institute of Technology
- 2000 Program Chair American Society for Quality Rochester Section Annual Conference Committee
- 1998-2000 Graduate Scholarship, Rochester Institute of Technology, College of Applied Science and Technology
- 1999 American Society for Quality Research Fellowship
- 1999 Performance Concepts International Matching Research Grant
- 1999 Award for Outstanding Volunteer Leadership in Editing, American Society for Training and Development

Publications:

Winchester K, and Shanshala II ED., (Winter 1998). Corporate Team Building *Performance in Practice*

Shanshala II ED., (Fall 1998). Chartering Teams. *Performance in Practice*

Shanshala II ED., (1997). Building in Quality. *Quality Progress*, Vol. 30, No. 10: 67-69.

Hinkle PM, and Shanshala II ED., and Nelson EJ (1992). Measurement of intracellular cadmium with fluorescent dyes: Further evidence for the role of calcium channels in cadmium uptake. *J.Biol. Chem.* 267: 25553-25559.

Hinkle PM, Shanshala II ED., (1992). Prolactin and secretogrannin II, a marker for the regulated pathway, are secreted in parallel by pituitary GH4C1 cells. *Endocrinology* 130: 3503-3511.

Hinkle PM, Shanshala II ED., (1991). Epidermal growth factor decreases the concentration of pituitary TRH receptors and TRH responses. *Endocrinology* 129: 1283-1288.

Hinkle PM, Shanshala II ED., (1989). Pituitary thyrotropin-releasing hormone (TRH) receptors: Effects of TRH, drugs mimicking TRH action, and Chlordiazepoxide. *Mol.Endocrinol.* 89: 1337-1344.

Federal Consulting and Grant Reviewing:

Consult and review federal grant applications for Health Resources and Services Administration's Division of Independent Review

Volunteering and Leadership:

Board of Directors; Hospeace House, Interlakes Foundation Wellness Program, St. Michaels School, Hospice of Littleton Area,

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Edward Shanshala	CEO	186,348	0	0
Kenneth Riebel	CFO	129,646	0	0
Teresa Brooks	COO	89,170	12.4%	11,016

Subject: Primary Care Services (RFP-2018-DPHS-15-PRIMA)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Coos County Family Health Services, Inc.		1.4 Contractor Address 54 Willow Street, Berlin, NH 03570	
1.5 Contractor Phone Number 603-752-3669	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $213,277
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Ken Gordon		1.12 Name and Title of Contractor Signatory Kenneth E. Gordon, CEO	
1.13 Acknowledgement: State of NH, County of Coos On April 16, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] Linda Blanchette		LINDA BLANCHETTE, Notary Public My Commission Expires September 18, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Linda Blanchette - Executive Assistant			
1.14 State Agency Signature Lisa Morris Date: 4/26/18		1.15 Name and Title of State Agency Signatory Lisa Morris, Director DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: [signature]		On: 5/22/18	
1.18 Approval by the Governor and Executive Council *(if applicable)* By:		On:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

Contractor Initials [illegible]
Date 4-16-18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

Contractor Initials Kg
Date 4-16-18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of

improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. **Definitions**
   1.1. **Measurement Year –** Measurement Year consists of 365 days and is defined as either:
      1.1.1. The calendar year, (January 1st through December 31st); or
      1.1.2. The state fiscal year (July 1st through June 30th).
   1.2. **Medical Visit –** Medical visit is defined as any office visit including all well-care and acute-care visits.
   1.3. **HEDIS –** Healthcare Effectiveness Data and Information Set
   1.4. **NQF –** National Quality Forum
   1.5. **Title V –** Federal Maternal and Child Health Services Block Grant
   1.6. **UDS –** Uniform Data System
   1.7. **NH MCHS –** New Hampshire Maternal and Child Health Section
2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**
   2.1. **Breastfeeding**
      2.1.1. Percent of infants who are ever breastfed (Title V PM #4).
         2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.
         2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.
         2.1.1.3. Denominator: All patient infants born in the measurement year.
   2.2. **Preventive Health: Lead Screening**
      2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).
         2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.
         2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

Contractor Initials: KG
Date: 4-16-18

2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

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Date: 4-16-18

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

2.5.1.2. Age 18 through 64 BMI ≥ 18.5 and < 25

Contractor Initials: KG

Date: 4-16-18

2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. At Risk Population: Hypertension

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

Contractor Initials: Kg

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2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are

Contractor Initials: Kg
Date: 4-16-18

enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Exhibit A-2 – Report Timing Requirements

1.1. **Primary Care Services Reporting Requirements**

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2. **Annual Reports**

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each

Contractor Initials: KG

Date: 4-18-18

identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year;

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1. Primary Care Services Measure Data Trend Table (DTT), due on;

1.3.1.1. July 31, 2018 (measurement period July 1– June 30) and;

1.3.1.2. January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF);

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Contractor Initials: Kg

Date: 4-26-18

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

      4.2.2. Onsite reviews may be required.

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

      Financial Administrator

      Department of Health and Human Services

      Division of Public Health

      29 Hazen Dr.

      Concord, NH 03301

Exhibit B

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Coos County Family Health Services

Budget Request for: Primary Care Services

Budget Period: April 1, 2018 - June 30, 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 23,251.75	$ -	$ 23,251.75	$ -	$ -	$ -	$ 17,356.10	$ -	$ 17,356.10
2. Employee Benefits	$ 7,440.50	$ -	$ 7,440.50	$ -	$ -	$ -	$ 5,553.90	$ -	$ 5,553.90
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 625.00	$ -	$ 625.00	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 125.00	$ -	$ 125.00	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 312.50	$ -	$ 312.50	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 125.00	$ -	$ 125.00	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 3,750.00	$ -	$ 3,750.00	$ -	$ -	$ -	$ 3,750.00	$ -	$ 3,750.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 41,304.75	$ -	$ 41,304.75	$ -	$ -	$ -	$ 26,660.00	$ -	$ 26,660.00

Indirect As A Percent of Direct 0.0%

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: Coos County Family Health

Budget Request for: Primary Care Services

Budget Period: July 1, 2018 - June 30, 2019 (SFY 19)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 85,013.00	$ -	$ 85,013.00	$ 15,590.00	$ -	$ 15,590.00	$ 69,423.00	$ -	$ 69,423.00
2. Employee Benefits	$ 27,204.00	$ -	$ 27,204.00	$ 4,989.00	$ -	$ 4,989.00	$ 22,215.00	$ -	$ 22,215.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -
Repair and Maintenance	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -
Purchase/Depreciation	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 2,500.00	$ -	$ 2,500.00	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -
6. Travel	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
7. Occupancy	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
Postage	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -
Subscriptions	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -
Audit and Legal	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Insurance	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
10. Marketing/Communications	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
11. Staff Education and Training	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 15,000.00	$ -	$ 15,000.00	$ -	$ -	$ -	$ 15,000.00	$ -	$ 15,000.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 154,667.00	$ -	$ 154,667.00	$ 48,029.00	$ -	$ 48,029.00	$ 106,638.00	$ -	$ 106,638.00

Indirect As A Percent of Direct 0.0%

Exhibit B-3

New Hampshire Department of Health and Human Services

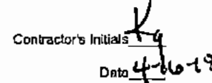
Bidder/Program Name: Coos County Family Health

Budget Request for: Primary Care Services

Budget Period: July 1, 2019 - March 31, 2020 (SFY 20)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 54,641.00	$ -	$ 54,641.00	$ 15,590.00	$ -	$ 15,590.00	$ 52,068.00	$ -	$ 52,068.00
2. Employee Benefits	$ 17,484.75	$ -	$ 17,484.75	$ 4,989.00	$ -	$ 4,989.00	$ 16,661.00	$ -	$ 16,661.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -
Repair and Maintenance	$ 2,000.00	$ -	$ 2,000.00	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -
Purchase/Depreciation	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 2,500.00	$ -	$ 2,500.00	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -
6. Travel	$ 500.00	$ -	$ 500.00	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
7. Occupancy	$ 5,000.00	$ -	$ 5,000.00	$ 5,000.00	$ -	$ 5,000.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
Postage	$ 1,250.00	$ -	$ 1,250.00	$ 1,250.00	$ -	$ 1,250.00	$ -	$ -	$ -
Subscriptions	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -
Audit and Legal	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
Insurance	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
10. Marketing/Communications	$ 499.25	$ -	$ 499.25	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -
11. Staff Education and Training	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 8,437.50	$ -	$ 8,437.50	$ -	$ -	$ -	$ 11,250.00	$ -	$ 11,250.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 108,012.50	$ -	$ 108,012.50	$ 48,029.00	$ -	$ 48,029.00	$ 79,979.00	$ -	$ 79,979.00

Indirect As A Percent of Direct 0.0%

Contractor's Initials 

Date 4-16-19

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 purçhased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

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

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
    When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

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

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

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

    10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

    10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

    10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

    10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

    10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

4-16-18
Date

Name:
Title: CEO

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

4/16/18
Date

Name:
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials [signature]
Date 4-[illegible]-18

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Contractor Name:

4/16/18
Date

Name:
Title: CEO

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name:

4-16-19
Date

Name:
Title: CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

4-16-18
Date

Name: Karl Gerdol
Title: CEO

HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Contractor Initials [signature]

Date 4-16-18

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Contractor Initials KA

Date 4-16-18

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Coos Co. Family Health Services
The State	Name of the Contractor
[signature]	[signature]
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Kenneth E. Gordon
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR DPHS	Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
4/26/18	April 16, 2018
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

4-16-18
Date

Ed Gordon
Name:
Title: CEO

FORM A

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

1. The DUNS number for your entity is: 167385509

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

   ✓ NO　　　　______ YES

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

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

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

   ______ NO　　　　______ YES

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

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

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

   Name: ____________________　　Amount: ____________

   Name: ____________________　　Amount: ____________

   Name: ____________________　　Amount: ____________

   Name: ____________________　　Amount: ____________

   Name: ____________________　　Amount: ____________

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or

consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not

use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampsbire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the

scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

b. safeguard this information at all times.

c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact program and policy:
   (Insert Office or Program Name)
   (Insert Title)
   DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:
   DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:
   DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:
   DHHSInformationSecurityOffice@dhhs.nh.gov

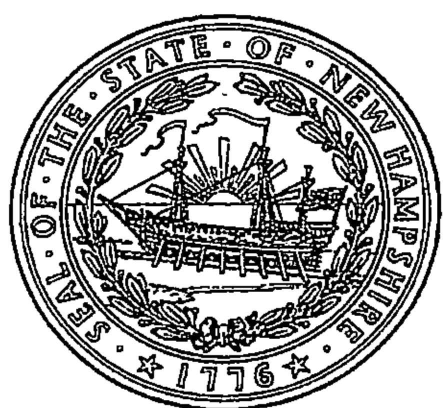
E. DHHS contact for Breach notifications:
   DHHSInformationSecurityOffice@dhhs.nh.gov
   DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COOS COUNTY FAMILY HEALTH SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 14, 1979. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63204
Certificate Number : 0004077507



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 April A.D. 2018.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Coos County Family Health Services
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 1/18/18:
(Date)

RESOLVED: That the CEO
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 16th day of April, 2018.
(Date Contract Signed)

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

of the Agency.

Joan Merrill - Board Pres
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 16th day of April, 2018.

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

Linda Blanchette
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

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

Commission Expires: ______________

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2017

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

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

PRODUCER	CONTACT NAME: Vivian Vaudreuil	
FIAI/Cross Insurance	PHONE (A/C, No, Ext): (603) 669-3218	FAX (A/C, No): (603) 645-4331
1100 Elm Street	E-MAIL ADDRESS: vvaudreuil@crossagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
Manchester NH 03101	INSURER A: Philadelphia Indemnity Ins Co	18058
INSURED	INSURER B: MEMIC Indemnity Company	11030
Coos County Family Health Services	INSURER C:	
133 Pleasant Street	INSURER D:	
	INSURER E:	
Berlin NH 03570-2006	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 17-18 All Lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK1676678	7/1/2017	7/1/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK1676678	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist BI-single	$ 1,000,000
A	X UMBRELLA LIAB X OCCUR			PHUB590712	7/1/2017	7/1/2018	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			3102802240	7/1/2017	7/1/2018	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A		(3a.) NH			E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			All Officers included			E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Employee Dishonesty			PHSD1258437	7/1/2017	7/1/2018	Limit	1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
NH DHHS 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Michael Guarino/BN5

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54 Willow Street
Berlin, NH 03570-1800
Ph: 1-603-752-3669
Fax: 1-603-752-3027

133 Pleasant Street
Berlin, NH 03570-2006
Ph: 1-603-752-2040
Fax: 1-603-752-7797

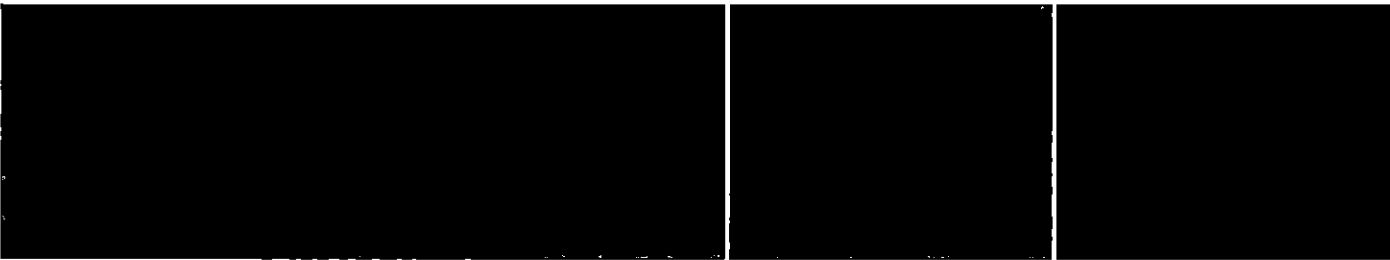
2 Broadway Street
Gorham, NH 03581-1597
Ph: 1-603-466-2741
Fax: 1-603-466-2953

59 Page Hill Road
Berlin, NH 03570-3568
Ph: 1-603-752-2900
Fax: 1-603-752-3727

MISSION OF
COÖS COUNTY FAMILY HEALTH SERVICES

Coös County Family Health Services is a community-based organization providing innovative, personalized, comprehensive health care and social services of the highest quality to everyone, regardless of economic status.

(Mission Statement)
Board Approved 1/18/18



FINANCIAL STATEMENTS

June 30, 2017 and 2016

With Independent Auditor's Report

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Coos County Family Health Services, Inc.

We have audited the accompanying financial statements of Coos County Family Health Services, Inc., which comprise the balance sheets as of June 30, 2017 and 2016, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Coos County Family Health Services, Inc. as of June 30, 2017 and 2016, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 22, 2017

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Balance Sheets

June 30, 2017 and 2016

ASSETS

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

LIABILITIES AND NET ASSETS

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

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

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Statements of Operations

Years Ended June 30, 2017 and 2016

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

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

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Statements of Changes in Net Assets

Years Ended June 30, 2017 and 2016

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

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

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Statements of Cash Flows

Years Ended June 30, 2017 and 2016

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

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

1. Summary of Significant Accounting Policies

Organization

Coos County Family Health Services, Inc. (the Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides outpatient health care, dental and disease prevention services to residents of Coos County, New Hampshire through direct services, referral and advocacy.

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

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

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

Use of Estimates

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

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

Allowance for Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

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

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

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

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Assets Limited as to Use

Assets limited as to use include assets set aside as a reserve fund under loan agreements for repairs and maintenance on the real property collateralizing the loans, assets designated by the Board of Directors and donor-restricted grants and contributions.

Beneficial Interest in Funds Held by Others

The Organization is a beneficiary of an agency endowment fund at The New Hampshire Charitable Foundation (the Foundation). Pursuant to the terms of the resolution establishing the fund, property contributed to the Foundation is held as a separate fund designated for the benefit of the Organization. In accordance with its spending policy, the Foundation makes distributions from the fund to the Organization. The distributions are approximately 4.03% of the market value of the fund per year. The Organization's interest in the fund is recognized as permanently restricted net assets with changes in fair value reported as permanently restricted.

Property and Equipment

Property and equipment are carried at cost, less accumulated depreciation. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

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

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor.

Permanently restricted net assets include net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of operations as "net assets released from restriction."

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. The cost of drug replenishments and contracted expenses incurred related to the program are included in other operating expenses.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

Donated Goods and Services

Various program help and support for the daily operations of the Organization's Response Program were provided by the general public of the surrounding communities. The donated services have not been reflected in the accompanying financial statements because they are not material to the financial statements. Management estimates the fair value of donated services received but not recognized as revenues was $121,692 and $107,136 for the years ended June 30, 2017 and 2016, respectively. The Response Program also receives donated supplies to be used for program activities. The fair value of supplies recognized as revenues was $3,447 and $4,565 for the years ended June 30, 2017 and 2016, respectively.

The Organization receives samples of medical supplies that are distributed to patients. The donated supplies have not been reflected in the accompanying financial statements because they did not meet the criteria for recognition.

Functional Expenses

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

	2017	2016
Program services	**$10,811,394**	$ 9,679,116
Administrative and general	**1,536,865**	1,405,836
Total	**$12,348,259**	$11,084,952

Excess of Revenue Over Expenses

The statements of operations reflect the excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through September 22, 2017, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Patient Accounts Receivable

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

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

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

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

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

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

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

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

4. Property and Equipment

Property and equipment consists of the following:

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

In 2010, the Organization made renovations to certain buildings with Federal grant funding under the ARRA – Capital Improvement Program. In 2014 the Organization also made renovations to certain buildings with Federal grant funding under the ACA – Capital Development Program. In accordance with the grant agreements, a Notice of Federal Interest (NFI) is required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM), Health Resources and Services Administration (HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM, HRSA.

5. Line of Credit

The Organization has a $500,000 line of credit with a local bank, which automatically renews on an annually in June. The line of credit is collateralized by the Organization's business assets with interest at the prime rate plus 1.50% (5.50% at June 30, 2017). The Organization is also required to pay 0.25% monthly on the unused portion of the line. There was no outstanding balance at June 30, 2017 and 2016. Androscoggin Valley Hospital is guarantor for the line.

6. Long-Term Debt

Long-term debt consists of the following:

	2017	2016
Note payable, U.S. Department of Agriculture, Rural Development (Rural Development), payable in monthly installments of $1,285,including interest at 3.375%, due May 2042, collateralized by real estate. The note was paid in full in August 2017.	$ **258,958**	$ 265,378
Note payable, Rural Development, payable in monthly installments of $2,741,including interest at 4.5%, due November 2028, collateralized by all business assets. The note was paid in full in July 2016.	**-**	311,430
Note payable, New Hampshire Health and Education Facilities Authority, payable in monthly installments of $3,060, including interest at 1.00%, due August 2018, collateralized by real estate. The note was paid in full in August 2017.	**42,519**	78,615
Total long-term debt	**301,477**	655,423
Less current maturities	**43,248**	61,937
Long-term debt, less current maturities	$ **258,229**	$ 593,486

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

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

7. Patient Service Revenue

Patient service revenue follows:

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

The Organization has agreements with the Centers for Medicare and Medicaid Services. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2015.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per member, per month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to $205,534 and $166,384 for the years ended June 30, 2017 and 2016, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

8. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that cover substantially all employees. The Organization contributed $182,073 and $154,913 for the years ended June 30, 2017 and 2016, respectively.

9. Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2017, there were no known malpractice claims outstanding which in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

10. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of gross medical and dental patient accounts receivable, by funding source at June 30, 2017 and 2016.

	2017	2016
Medicare	**14 %**	13 %
Medicaid	**29 %**	32 %
Blue Cross	**16 %**	13 %
Harvard Pilgrim	**12 %**	13 %
Other	**29 %**	29 %
	100 %	100 %

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

11. Lease Commitments

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

2018	$ 74,448
2019	39,782
2020	3,608
Total	$ 117,838

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

12. Patient Assistance Programs (Unaudited)

The Organization acts as a conduit for pharmaceutical company patient assistance programs. The Organization provides assistance to patients in applying for and distributing prescription drugs under the programs. The value of the prescription drugs distributed by the Organization to patients is not reflected in the accompanying financial statements. The Organization estimates that the value of prescription drugs distributed by the Organization for the years ended June 30, 2017 and 2016 was $2,756,237 and $2,527,456, respectively.

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

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

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

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

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

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

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

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

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

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

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

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

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

Claudette Morneau
Retired RN
Chair, Quality Improvement Committee

Patti Stolte
Executive Director, Family Resource Center

Melanie Maynor, Esq.
Attorney At Law

Kenneth E. Gordon

WORK EXPERIENCE

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

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

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

- Provide administrative leadership of the North Country Accountable Care Organization, a newly formed non-profit entity comprised of four community health centers working in collaboration to improve the health and well-being of North Country residents.

EXECUTIVE DIRECTOR: Area Agency on Aging for Northeastern Vermont, St. Johnsbury, Vermont (9/02 – 7/13)

- Provided administrative leadership to a private, non-profit human service agency serving older adults and family caregivers.
- Financial management of the organization's budget.
- Supervision of clinical and administrative staff.

SOCIAL SERVICES COORDINATOR: Caledonia Home Health Care and Hospice, St. Johnsbury, Vermont (8/97 - 8/02)

- Provided medical social work to individuals and families receiving home care and hospice services.
- Supervised and coordinated the work of four master's level staff members.
- Provided consultation to medical staff regarding psycho-social issues.
- Participated in discharge planning with other social service and health agencies.

CHILD PROTECTIVE SERVICE WORKER: Vermont Department of Social & Rehabilitation Services, St. Johnsbury, Vermont (5/96 - 8/97)

- Coordinated multidisciplinary treatment teams providing services to families.

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

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

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

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

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

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

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

EDUCATION

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

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

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

REFERENCES

Available upon request

CURRICULUM VITAE
William J. Gessner, MD

Professional Experience:

Medical Director – Coos County Family Health Services – August, 2014 – present

Staff Physician, Coos County Family Health Services - September, 2012 - present

Institute for Family Health – January – 2010 - August - 2012

Co-Medical Director – Hudson Valley Health Specialties - 2000 - 2012

Co-Medical Director - Ulster Greene ARC - 2000 - 2012

Medical Director - UGARC - 1994 - 2000

Medical Director - Ulster Association for Retarded Citizens (currently Ulster Greene ARC) Kingston, New York 1993 - Present

Medical Director - Ulster Rehabilitation Clinic
Kingston, New York 1993 - 2000

Co-Medical Director - Ulster Greene ARC
2000 - 2012

Co-Medical Director - Mountainside Residential Care Center
Margaretville, New York 1998 - 2012

Co-Medical Director - Margaretville Hospital
Margaretville, New York 2001 - 2012

Attending Physician, Kingston Family Practice Center
Kingston, New York 1991 - 2000

Senior VP Academic Affairs - Mid Hudson Family Health Institute
Kingston, New York 1991 - 2000

Program Director, Mid-Hudson Rural Family Practice Residency Program
Kingston, New York 1990 - 2000

Associate Program Director, Ulster County Rural Family Practice Residency Program
Kingston, New York 1985 - 1990

Assistant Program Director, Ulster County Rural Family Practice Residency Program
Kingston, New York 1984 - 1985

Attending Physician, Woodstock Family Health Center
Woodstock, New York 1983 - 1991

Medical Director, Woodstock Family Health Center
Woodstock, New York 1983 - 1984

Private Practice of Family Medicine
Newport, New Hampshire 1978 - 1983

Pre-Medical Education

College: University of New Hampshire
BA, Mathematics 1969 - 1973
Summa Cum Laude, Phi Beta Kappa

Medical Education

Medical School: Dartmouth Medical School
Hanover, New Hampshire
1972 - 1975 M. D. Degree
Honors awarded in Internal Medicine
Maternal and Child Health, Ambulatory Care

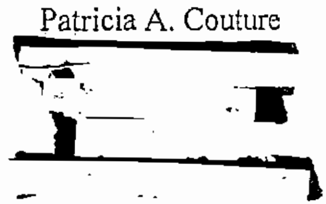
Internship: University of Colorado Medical Center
Family Medicine 1975 - 1976

Residency: University of Colorado Medical Center
Family Medicine 1976 - 1978

Medical Boards:

Diplomate, National Board of Medical Examiners
Diplomate, American Academy of Family Physicians

Patricia A. Couture



Work History

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

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

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

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

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

1976-1983 St. Vincent de Paul Nursing Home, Berlin, NH.
LPN Charge Nurse: Nursing responsibilities included: responsible for 29 residents, supervised nurse's aides, prepared verbal/written reports, administration of medication, complete nursing care, transcribed physician orders, and documentation; nursing process, assessment, nursing diagnosis, care plan, outpatient goals, outcomes and nursing interventions.

1976-1977 Androscoggin Valley Hospital Berlin, NH
Private Duty Nurse: Complete nursing care.

Education:

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

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

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

Berlin High School, Berlin, NH
Graduated 1975

License:

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

Continued Education:

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

References:

Available Upon Request

MELISSA M FRENETTE, CPA

FUNCTIONAL SUMMARY

Certified Public Accountant with over twelve years of experience in public accounting. Experienced in training and supervising staff, managing multiple on-going engagements and facilitating timely income tax filing and reporting for firm clients.

EMPLOYMENT

2007-Present Coos County Family Health Services Berlin, NH

Chief Financial Officer

Oversee the general operation of the Finance and Purchasing Departments
Analyzes available data and suggests way to improve agency's self sufficiency
Prepares budgets, reports and studies for CCFHS and all funding sources
Takes a leadership role in the annual financial audit
Performs employee evaluations and assigns tasks as appropriate
Attends applicable board and committee meetings
Possesses a through working knowledge of cost reporting requirements

2004-2007 Malone, Dirubbo & Company/Phillips & AssociatesLincoln, NH

Senior Staff Accountant

Conducted financial statement audits for multiple entities
Prepared audited, reviewed, and compiled financial statements
Compiled and prepared loan package information
Consulted in business entity choices
Prepared personal and business income tax returns
Prepared personal and business income tax projections
Prepared projected financial statements and cash flows
Consulted in inventory cost methods
Trained clients in use of accounting software

1995-2004 Driscoll & Company, PLLC Berlin, NH

Senior Staff Accountant/Office Manager

Supervised and trained office staff members
Managed work flow for deadline achievement
Installed and maintained accounting and tax software
Prepared audited, reviewed, and compiled financial statements
Prepared payroll tax returns
Conducted 401(K) plan audits and financial statements

EDUCATION

1992-1995 Plymouth State University Plymouth, NH

B.S. Accounting, minor Mathematics

Graduated cum laude

COMMUNITY ACTIVITIES

Current Assistant Treasurer of Business Enterprise Development Corporation (BEDCO)

Former member Androscoggin Valley Economic Recovery (AVER) technology taskforce

PROFESSIONAL MEMBERSHIPS

American Institute of Certified Public Accountants

New Hampshire Society of Certified Public Accountants

COOS COUNTY FAMILY HEALTH SERVICES, INC.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Ken Gordon	CEO	$136,500	0%	0
Patricia Couture	COO	$115,000	8.7%	$10,000
Melissa Frenette	CFO	$113,000	0%	0
William Gessner, MD	Medical Director	$62,000	0%	0

Subject: Primary Care Services (RFP-2018-DPHS-15-PRIMA)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Greater Seacoast Community Health		1.4 Contractor Address 311 Route 108, Somersworth, NH 03878	
1.5 Contractor Phone Number 603-516-2550	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $1,107,629
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Janet Laatsch		1.12 Name and Title of Contractor Signatory Janet Laatsch CEO	
1.13 Acknowledgement: State of New Hampshire County of Rockingham On March 27, 2018, 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 Kimberlee A Durkee [Seal]		Kimberlee A. Durkee Notary Public My Commission Expires April 3, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Kimberlee A. Durkee			
1.14 State Agency Signature Date: 4/26/18		1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 5/22/18	
1.18 Approval by the Governor and Executive Council *(if applicable)* By:		On:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

Contractor Initials VR
Date 3/28/18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of

improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

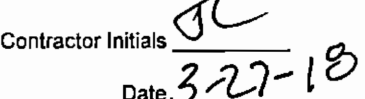
6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.



7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. **Definitions**

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

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2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

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2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

2.5.1.2. Age 18 through 64 BMI ≥ 18.5 and < 25

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2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. Preventive Health: Tobacco Screening

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

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recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. At Risk Population: Hypertension

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

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2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are

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enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Exhibit A-2 – Report Timing Requirements

1.1. Primary Care Services Reporting Requirements

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2. Annual Reports

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each

identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year;

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1. Primary Care Services Measure Data Trend Table (DTT), due on;

1.3.1.1. July 31, 2018 (measurement period July 1– June 30) and;

1.3.1.2. January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF);

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Contractor Initials: GL
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Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

      4.2.2. Onsite reviews may be required.

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

      Financial Administrator

      Department of Health and Human Services

      Division of Public Health

      29 Hazen Dr.

      Concord, NH 03301

Exhibit B

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Greater Seacoast Community Health

Budget Request for: Primary Care Services

Budget Period: SFY 2018 (4/1/18-6/30/18)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 110,013.00	$ 4,472.00	$ 114,485.00	$ -	$ 4,472.00	$ 4,472.00	$ 110,013.00	$ -	$ 110,013.00
2. Employee Benefits	$ 17,190.00	$ 693.00	$ 17,883.00	$ -	$ 693.00	$ 693.00	$ 17,190.00	$ -	$ 17,190.00
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	$ -	$ 563.00	$ 563.00	$ -	$ 563.00	$ 563.00	$ -	$ -	$ -
Insurance	$ -	$ 188.00	$ 188.00	$ -	$ 188.00	$ 188.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 127,203.00	$ 5,916.00	$ 133,118.99	$ -	$ 5,916.00	$ 5,916.00	$ 127,203.00	$ -	$ 127,203.00
Indirect As A Percent of Direct		4.7%							

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: Greater Seacoast Community Health

Budget Request for: Primary Care Services

Budget Period: SFY 2019 (7/1/18-6/30/19)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 440,056.00	$ 17,887.00	$ 457,943.00	$ -	$ 17,887.00	$ 17,887.00	$ 440,056.00	$ -	$ 440,056.00
2. Employee Benefits	$ 68,759.00	$ 2,772.00	$ 71,531.00	$ -	$ 2,772.00	$ 2,772.00	$ 68,759.00	$ -	$ 68,759.00
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	$ -	$ 2,250.00	$ 2,250.00	$ -	$ 2,250.00	$ 2,250.00	$ -	$ -	$ -
Insurance	$ -	$ 750.00	$ 750.00	$ -	$ 750.00	$ 750.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ 508,815.00**	**$ 23,659.00**	**$ 532,474.00**	**$ -**	**$ 23,659.00**	**$ 23,659.00**	**$ 508,815.00**	**$ -**	**$ 508,815.00**
Indirect As A Percent of Direct		4.6%							

Contractor's Initials

Date

Exhibit B-3

New Hampshire Department of Health and Human Services									
Bidder/Program Name: Greater Seacoast Community Health									
Budget Request for: Primary Care Services									
Budget Period: SFY 2020 (7/1/19-3/31/20)									
	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 330,042.00	$ 13,415.00	$ 343,457.00	$ -	$ 13,415.00	$ 13,415.00	$ 330,042.00	$ -	$ 330,042.00
2. Employee Benefits	$ 51,569.00	$ 2,079.00	$ 53,648.00	$ -	$ 2,079.00	$ 2,079.00	$ 51,569.00	$ -	$ 51,569.00
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	$ -	$ 2,250.00	$ 2,250.00	$ -	$ 2,250.00	$ 2,250.00	$ -	$ -	$ -
Insurance	$ -	$ 750.00	$ 750.00	$ -	$ 750.00	$ 750.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ 381,611.00**	**$ 18,494.00**	**$ 400,105.00**	**$ -**	**$ 18,494.00**	**$ 18,494.00**	**$ 381,611.00**	**$ -**	**$ 381,611.00**
Indirect As A Percent of Direct		4.8%							

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

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

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
    When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    - 19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

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

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

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

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

3-27-18
Date

Name:
Title: CEO

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

3-27-18
Date

[signature]
Name:
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Contractor Name:

3-27-18
Date

Janet Lautsch
Name:
Title: CEO

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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:

3-27-18
Date

Name:
Title: CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

3-27-18
Date

Name:
Title: CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Contractor Initials OL

Date 3-27-18

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Greater Seacoast Community Health
The State	Name of the Contractor
[signature]	[signature]
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Janet Laatsch
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	CEO
Title of Authorized Representative	Title of Authorized Representative
4/26/18	3-27-18
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

3-27-18
Date

Name:
Title: CEO

FORM A

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

1. The DUNS number for your entity is: 780054164

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

   X NO ________ YES

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

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

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

   ________ NO ________ YES

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

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

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

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or

consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not

use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the

scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

b. safeguard this information at all times.

c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact program and policy:

(Insert Office or Program Name)
(Insert Title)
DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

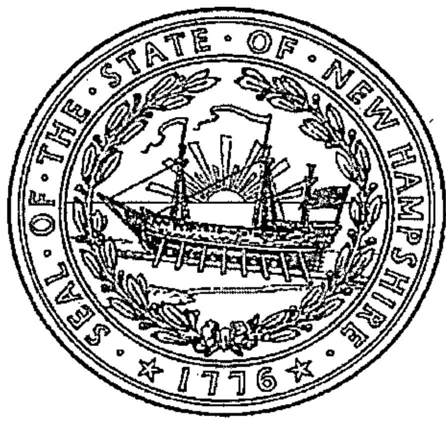
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER SEACOAST COMMUNITY HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 18, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **65587**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of March A.D. 2018.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Valerie Goodwin, of Greater Seacoast Community Health, do hereby certify that:

1. I am the duly elected Board Chair of Greater Seacoast Community Health;

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Greater Seacoast Community Health, duly held on January 22, 2018;

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

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of January 22, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of Greater Seacoast Community Health this 28 day of March, 2018.

Valerie Goodwin, Board Chair

STATE OF NH

COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 28th day of March, 2018 by Valerie Goodwin.

Notary Public/Justice of the Peace

My Commission Expires: Kimberlee A. Durkee Notary Public My Commission Expires April 3, 2018

GOODCOM-01 LMICHALS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/02/2018

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

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

PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME: Lorraine Michals, CIC PHONE (A/C, No, Ext): (603) 716-2362 FAX (A/C, No): (603) 622-2854 E-MAIL ADDRESS: lmichals@clarkinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Tri-State Insurance Company of Minnesota	31003
INSURER B : Acadia	31325
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Greater Seacoast 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			ADV5212020-13	07/31/2017	07/31/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			ADV5212020-13	07/31/2017	07/31/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUA5214125-12	07/31/2017	07/31/2018	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	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	CANCELLATION
NH Department of Health and Human Services 29 Hazen Drive Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/02/2018

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

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

PRODUCER	
Tobey & Merrill Insurance 20 High Street Hampton NH 03842-2214	CONTACT NAME: Edward Jackson PHONE (A/C, No, Ext): (603)926-7655 FAX (A/C, No): (603)926-2135 E-MAIL ADDRESS: edward@tobeymerrill.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Greater Seacoast Community Health
311 NH-108
Somersworth NH 03878

COVERAGES CERTIFICATE NUMBER: CL183205515 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE / OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC; OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY; ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR; EXCESS LIAB / CLAIMS-MADE; DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC3672195	12/29/2017	01/01/2019	PER STATUTE / X OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

NH DHHS
29 Hazen Drive
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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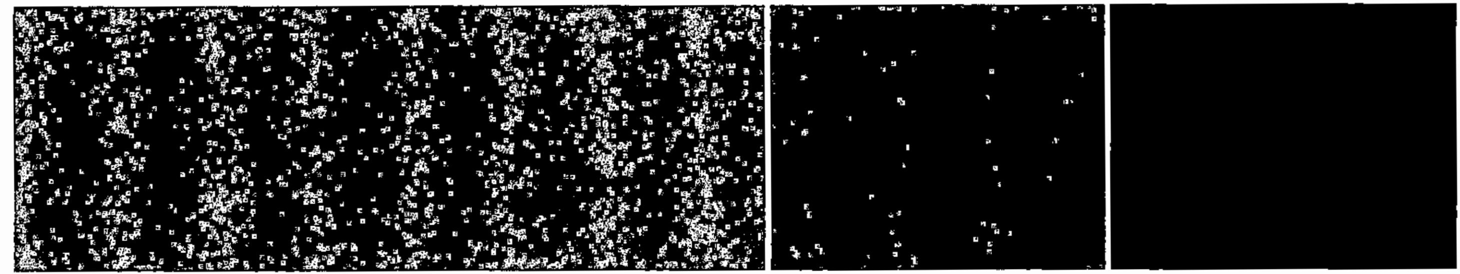
Families First Health and Support Center and Goodwin Community Health
Mission Statements
RFP-2018-DPHS-15-PRIMA

We are in the process of developing a unified mission statement. Families First Health and Support Center and Goodwin Community Health have a patient-first focus and shared missions of removing whatever barriers stand in the way of a person's ability to access quality health care. Currently, Families First's mission is *"to contribute to the health and well-being of the Seacoast community by providing a broad range of health and family services to all, regardless of ability to pay."* The mission of Goodwin Community Health is *"to provide exceptional health care that is accessible to all people in the community."*



FINANCIAL STATEMENTS

June 30, 2017

With Independent Auditor's Report

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Goodwin Community Health

We have audited the accompanying financial statements of Goodwin Community Health (the Organization), which comprise the balance sheet as of June 30, 2017, and the related statements of operations and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Goodwin Community Health as of June 30, 2017, and the results of its operations, changes in its net assets and its cash flows for the year then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
November 21, 2017

GOODWIN COMMUNITY HEALTH

Balance Sheet

June 30, 2017

ASSETS

Current assets	
Cash and cash equivalents	$ 2,186,923
Patient accounts receivable, less allowance for uncollectible accounts of $203,232	1,083,107
Grants receivable	902,280
Inventory	148,100
Other current assets	14,841
Total current assets	4,335,251
Investments	1,136,292
Investment in limited liability company	20,298
Property and equipment, net	6,004,587
Total assets	$11,496,428

LIABILITIES AND NET ASSETS

Current liabilities	
Accounts payable and accrued expenses	$ 161,654
Accrued payroll and related expenses	572,658
Patient deposits	117,232
Deferred revenue	47,147
Total current liabilities	898,691
Net assets	
Unrestricted	10,597,737
Total liabilities and net assets	$ 11,496,428

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

GOODWIN COMMUNITY HEALTH

Statements of Operations and Changes in Net Assets

Year Ended June 30, 2017

Operating revenue and support	
Patient service revenue	$ 7,797,344
Provision for bad debts	(365,013)
Net patient service revenue	7,432,331
Grants, contracts, and contributions	4,175,262
Equity in earnings of limited liability company	4,095
Other operating revenue	49,854
Total operating revenue and support	11,661,542
Operating expenses	
Salaries and benefits	7,887,304
Other operating expenses	2,464,700
Depreciation	247,515
Interest expense	26,739
Total operating expenses	10,626,258
Operating surplus	1,035,284
Other revenue and gains	
Investment income	18,122
Change in fair value of investments	25,078
Total other revenue and gains	43,200
Excess of revenue over expenses	1,078,484
Grants and contributions for capital acquisition	203,073
Increase in unrestricted net assets	1,281,557
Net assets, beginning of year	9,316,180
Net assets, end of year	$10,597,737

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

GOODWIN COMMUNITY HEALTH

Statement of Cash Flows

Year Ended June 30, 2017

Cash flows from operating activities	
Change in net assets	$ 1,281,557
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Provision for bad debts	365,013
Depreciation	247,515
Equity in earnings of limited liability company	(4,095)
Change in fair value of investments	(25,078)
Grants and contributions for capital acquisition	(203,073)
(Increase) decrease in	
Patient accounts receivable	(523,289)
Grants receivable	(286,587)
Inventory	(90,349)
Other current assets	12,618
Increase in	
Accounts payable and accrued expenses	45,802
Accrued salaries and related amounts	89,076
Deferred revenue	47,147
Patient deposits	16,948
Net cash provided by operating activities	973,205
Cash flows from investing activities	
Capital acquisitions	(188,457)
Proceeds from sale of investments	101,276
Purchase of investments	(1,010,296)
Net cash used by investing activities	(1,097,477)
Cash flows from financing activities	
Grants and contributions for capital acquisition	203,073
Pay off of long-term debt	(529,279)
Net cash used by financing activities	(326,206)
Net decrease in cash and cash equivalents	(450,478)
Cash and cash equivalents, beginning of year	2,637,401
Cash and cash equivalents, end of year	$ 2,186,923
Supplemental disclosures of cash flow information	
Cash paid for interest	$ 26,739

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

1. Summary of Significant Accounting Policies

Organization

Goodwin Community Health (the Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides prenatal care, social support, and public health services to low-income persons.

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

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

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts at June 30, 2017 follows:

Balance, beginning of year	$ 128,995
Provision	365,013
Write-offs	(290,776)
Balance, end of year	$ 203,232

The increase in the allowance is primarily due to an increase in the amount due from patients with commercial insurance as a result of increased deductibles and co-pays.

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Inventory

Inventory consisting of pharmaceutical drugs is valued first-in, first-out method and is measured at the lower of cost or market.

Investments

The Organization reports investments at fair value and has elected to report all gains and losses in the excess of revenues over expenses to simplify the presentation of these amounts in the statement of operations. Investments include board-designated assets for future operations and other purposes as identified by the Board of Directors. Accordingly, investments have been classified as non-current assets on the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments.

Investment income and the change in fair value are included in the excess of revenue over expenses, unless otherwise stipulated by the donor or State Law.

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

Investment in Limited Liability Company

The Organization is one of eight members who have each made a capital contribution of $500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to $20,298 at June 30, 2017.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

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

Patient Deposits

Patient deposits consist of payments made by patients in advance of significant dental work based on quotes for the work to be performed.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization operates a pharmacy and also contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the contracted pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses and drug costs incurred related to the program are included in other operating expenses. Expenses related to the operation of the Organization's pharmacy are categorized in the applicable operating expense classifications.

Donor-Restricted Gifts

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

Functional Expenses

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

Program services	$ 8,756,283
Administrative and general	1,536,687
Fundraising	333,288
Total	$10,626,258

Excess of Revenue Over Expenses

The statement of operations reflects the excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through November 21, 2017, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

In accordance with a Board-approved merger agreement dated August 1, 2017 and a plan of merger dated November 8, 2017, the operations of Families First of the Greater Seacoast are anticipated to merge into the Organization on January 1, 2018. The Organization will be the surviving entity with the new legal business name of Greater Seacoast Community Health. The Organization is awaiting approval of the proposed merger by the State of New Hampshire and Health Resources Services Administration.

2. Investments and Fair Value Measurement

Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within FASB ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value measured on a recurring basis:

	Investments at Fair Value as of June 30, 2017			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 270,317	$ -	$ -	$ 270,317
Municipal bonds	-	242,319	-	242,319
Exchange traded funds	228,280	-	-	228,280
Mutual funds	395,376	-	-	395,376
Total investments	$ 893,973	$ 242,319	$ -	$ 1,136,292

Municipal bonds are valued based on quoted market prices of similar assets.

3. Property and Equipment

Property and equipment consisted of the following at June 30, 2017:

Land	$ 718,427
Building and improvements	5,888,318
Furniture, fixtures, and equipment	1,552,983
Total cost	8,159,728
Less accumulated depreciation	2,155,141
Property and equipment, net	$ 6,004,587

The Organization's facility was built and renovated with federal grant funding under the ARRA - Capital Improvement Program and ACA - Capital Development Program. In accordance with the grant agreements, a Notice of Federal Interest (NFI) was required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM) and the Health Resources and Services Administration (HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

4. Patient Service Revenue

Patient service revenue is as follows:

	Year ended June 30, 2017			
	Medical	Dental	Pharmacy	Total
Medicare	$ 726,055	$ -	$ 56,771	$ 782,826
Medicaid	2,146,149	387,028	137,237	2,670,414
Third-party payers and self pay	1,965,113	792,890	385,810	3,143,813
Total	4,837,317	1,179,918	579,818	6,597,053
Contracted pharmacy revenue	-	-	1,200,291	1,200,291
Total patient service revenue	$ 4,837,317	$ 1,179,918	$ 1,780,109	$ 7,797,344

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2016.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to approximately $479,000 for the year ended June 30, 2017.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

5. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that covers substantially all employees. During 2017, contributions amounted to $107,862.

6. Food Vouchers

The Organization acts as a conduit for the State of New Hampshire's Special Supplemental Food Program for Women, Infants and Children (WIC). The value of food vouchers distributed by the Organization was $1,240,323 for the year ended June 30, 2017. These amounts are not included in the accompanying financial statements as they are not part of the contract the Organization has with the State of New Hampshire for the WIC program.

7. Concentration of Risk

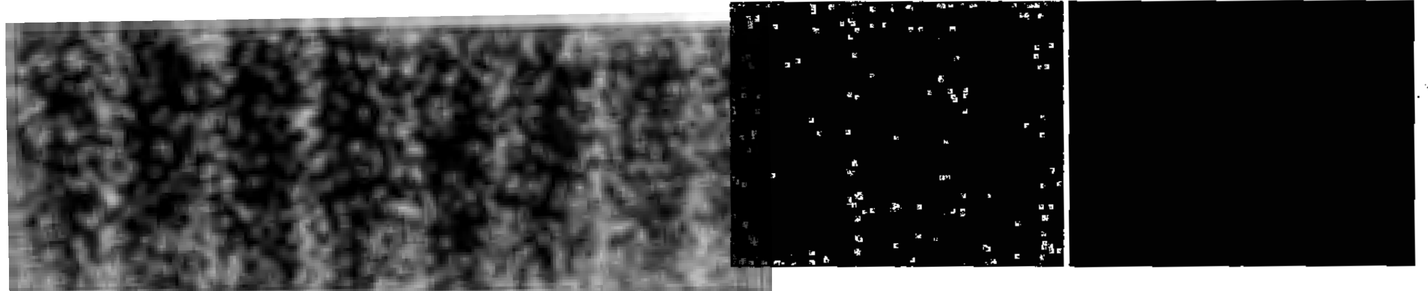
The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. At June 30, 2017, New Hampshire Medicaid represented 20%, and Medicare represented 18%, of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the year ended June 30, 2017, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 78% of grants, contracts, and contributions.

8. Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of June 30, 2017, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.



Families First

support for families...health care for all

FINANCIAL STATEMENTS

June 30, 2017 and 2016

With Independent Auditor's Report

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Families First of the Greater Seacoast

We have audited the accompanying financial statements of Families First of the Greater Seacoast, which comprise the balance sheets as of June 30, 2017 and 2016, and the related statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Families First of the Greater Seacoast as of June 30, 2017 and 2016, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Emphasis-of-Matter

As discussed in Note 1 to the financial statements under the heading *subsequent events*, Families First of the Greater Seacoast is anticipated to merge into Goodwin Community Health effective January 1, 2018.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
December 13, 2017

FAMILIES FIRST OF THE GREATER SEACOAST

Balance Sheets

June 30, 2017 and 2016

ASSETS

	2017	2016
Current assets		
Cash and cash equivalents	$ 498,178	$ 726,265
Patient accounts receivable, less allowance for uncollectible accounts of $72,858 in 2017 and $62,155 in 2016	357,710	337,248
Grants receivable	154,607	85,670
Pledges receivable	245,354	197,507
Other current assets	73,669	36,247
Total current assets	1,329,518	1,382,937
Investments	213,182	156,031
Investment in limited liability company	20,298	16,204
Assets limited as to use	1,529,899	1,450,076
Property and equipment, net	574,959	573,466
Total assets	$ 3,667,856	$ 3,578,714

LIABILITIES AND NET ASSETS

	2017	2016
Current liabilities		
Accounts payable and accrued expenses	$ 191,370	$ 112,479
Accrued payroll and related expenses	407,226	463,760
Patient deposits	76,773	58,215
Deferred revenue	2,001	35,501
Total current liabilities and total liabilities	677,370	669,955
Net assets		
Unrestricted	1,122,118	1,238,753
Temporarily restricted	640,418	469,319
Permanently restricted	1,227,950	1,200,687
Total net assets	2,990,486	2,908,759
Total liabilities and net assets	$ 3,667,856	$ 3,578,714

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

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Operations

Years Ended June 30, 2017 and 2016

	2017	2016
Operating revenue		
Patient service revenue	**$ 2,569,065**	$ 2,627,125
Provision for bad debts	**(59,565)**	(63,508)
Net patient service revenue	**2,509,500**	2,563,617
Grants and contracts	**1,674,814**	1,689,549
Contributions	**963,634**	1,003,671
Equity in earnings of limited liability company	**4,094**	15,704
Other operating revenue	**46,543**	68,811
Net assets released from restrictions for operations	**1,213,483**	840,222
Total operating revenue	**6,412,068**	6,181,574
Operating expenses		
Salaries and benefits	**4,815,840**	4,389,821
Other operating expenses	**1,629,041**	1,507,681
Depreciation	**104,785**	83,306
Total operating expenses	**6,549,666**	5,980,808
Operating (loss) income	**(137,598)**	200,766
Non-operating revenue and gains (losses)		
Investment income	**5,916**	3,057
Change in fair value of investments	**14,337**	(5,851)
Total non-operating revenue and gains (losses)	**20,253**	(2,794)
(Deficit) excess of revenue over expenses	**(117,345)**	197,972
Grants and contributions received for capital acquisition	**27,973**	125,000
Reclassification to permanently restricted net assets	**(27,263)**	-
(Decrease) increase in unrestricted net assets	**$ (116,635)**	$ 322,972

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

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Changes in Net Assets

Years Ended June 30, 2017 and 2016

	2017	2016
Unrestricted net assets		
(Deficit) excess of revenue over expenses	**$ (117,345)**	$ 197,972
Grants and contributions received for capital acquisition	**27,973**	125,000
Reclassification to permanently restricted net assets	**(27,263)**	-
(Decrease) increase in unrestricted net assets	**(116,635)**	322,972
Temporarily restricted net assets		
Contributions	**1,232,559**	698,982
Investment income	**33,195**	25,187
Change in fair value of investments	**118,828**	(46,053)
Net assets released from restrictions for operations	**(1,213,483)**	(840,222)
Increase (decrease) in temporarily restricted net assets	**171,099**	(162,106)
Permanently restricted net assets		
Reclassification from unrestricted net assets	**27,263**	-
Increase in permanently restricted net assets	**27,263**	-
Change in net assets	**81,727**	160,866
Net assets, beginning of year	**2,908,759**	2,747,893
Net assets, end of year	**$ 2,990,486**	$ 2,908,759

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

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Cash Flows

Years Ended June 30, 2017 and 2016

	2017	2016
Cash flows from operating activities		
Change in net assets	**$ 81,727**	$ 160,866
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Provision for bad debts	**59,565**	63,508
Depreciation	**104,785**	83,306
Equity in earnings of limited liability company	**(4,094)**	(15,704)
Restricted contributions for long-term purposes	**(27,973)**	(125,000)
Change in fair value of investments	**(133,165)**	51,904
(Increase) decrease in the following assets:		
Patient accounts receivable	**(80,027)**	(102,924)
Grants receivable	**(68,937)**	(13,048)
Pledges receivable	**(47,847)**	77,960
Other current assets	**(37,422)**	(9,646)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	**78,891**	59,899
Accrued payroll and related expenses	**(56,534)**	150,575
Patient deposits	**18,558**	10,293
Deferred revenue	**(33,500)**	(24,699)
Net cash (used) provided by operating activities	**(145,973)**	367,290
Cash flows from investing activities		
Capital acquisitions	**(106,278)**	(237,989)
Purchase of investments	**(417,123)**	(28,742)
Proceeds from the sale of investments	**413,314**	150,036
Net cash used by investing activities	**(110,087)**	(116,695)
Cash flows from financing activities		
Restricted contributions for long-term purposes	**27,973**	125,000
Net (decrease) increase in cash and cash equivalents	**(228,087)**	375,595
Cash and cash equivalents, beginning of year	**726,265**	350,670
Cash and cash equivalents, end of year	**$ 498,178**	$ 726,265

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

1. Summary of Significant Accounting Policies

Organization

Families First of the Greater Seacoast (Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides comprehensive medical and family support services, including primary care, dental, well child care, substance abuse counseling, parenting education, and home visitation programs to residents of the Seacoast region (New Hampshire and Maine).

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

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

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds and exclude amounts whose use is limited by Board designation or donor-imposed restrictions.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Organization has not changed its methodology for estimating the allowance for uncollectible accounts.

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

	2017	2016
Balance, beginning of year	$ 62,155	$ 54,489
Provision	59,565	63,508
Write-offs	(48,862)	(55,842)
Balance, end of year	$ 72,858	$ 62,155

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Investments

The Organization reports investments at fair value. Investments include donor endowment funds and board-designated assets. Accordingly, investments have been classified as non-current assets on the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

Investment income and the change in fair value are included in the (deficit) excess of revenue over expenses, unless otherwise stipulated by the donor or State Law.

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

Investment in Limited Liability Company

The Organization is one of eight members who have each made a capital contribution of $500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to $20,298 and $16,204 at June 30, 2017 and 2016, respectively.

Assets Limited As To Use

Assets limited as to use include assets designated by the Board of Directors for future use and donor-restricted contributions to be held in perpetuity.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

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

Patient Deposits

Patient deposits consist of payments made by patients in advance of significant dental work based on quotes for the work to be performed.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor.

Permanently restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity, the income of which is primarily available for operations.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

Donated Goods and Services

Various program help and support for the daily operations of the Organization's programs were provided by the general public of the communities served by the Organization. Donated supplies and services are recorded at their estimated fair values on the date of receipt. Donated supplies and services amounted to $329,396 and $294,007 for the years ended June 30, 2017 and 2016, respectively.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of operations as "net assets released from restrictions."

Promises to Give

Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. Given the short term nature of the pledges, they are not discounted and no reserve for uncollectible pledges has been established. Conditional promises to give are not included as support until the conditions are substantially met.

Functional Expenses

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

	2017	2016
Program services	**$ 5,793,757**	$ 5,202,419
Administrative and general	**603,067**	621,430
Fundraising	**152,842**	156,959
Total	**$ 6,549,666**	$ 5,980,808

(Deficit) Excess of Revenue Over Expenses

The statements of operations reflect the (deficit) excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the (deficit) excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 13, 2017, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

In accordance with a Board-approved merger agreement dated August 1, 2017 and a plan of merger dated November 8, 2017, the operations of the Organization will merge into Goodwin Community Health on January 1, 2018. Goodwin Community Health will be the surviving entity with the new legal business name of Greater Seacoast Community Health. The Organization is awaiting written approval of the proposed merger from the Health Resources Services Administration.

2. Investments and Assets Limited as to Use

Investments, stated at fair value, consisted of the following:

	2017	2016
Long-term investments	$ 213,182	$ 156,031
Assets limited as to use	1,529,899	1,450,076
Total investments	$ 1,743,081	$ 1,606,107

Assets limited as to use are restricted for the following purposes::

	2017	2016
Designated by the governing board		
For future use	$ 44,471	$ 73,142
Donor-restricted endowment		
Temporarily restricted earnings	257,478	176,247
Permanently restricted principal	1,227,950	1,200,687
Total	$ 1,529,899	$ 1,450,076

Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within FASB ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value:

	Investments at Fair Value as of June 30, 2017			
	Level 1	**Level 2**	**Level 3**	**Total**
Money market funds	**$ 6,461**	**-**	**-**	**6,461**
Mutual funds	**1,736,620**	**-**	**-**	**1,736,620**
Total investments	**$ 1,743,081**	**$ -**	**$ -**	**$ 1,743,081**

	Investments at Fair Value as of June 30, 2016			
	Level 1	Level 2	Level 3	Total
Money market funds	6,504	-	-	6,504
Mutual funds	1,599,603	-	-	1,599,603
Total investments	$ 1,606,107	$ -	$ -	$ 1,606,107

Investment income and gains (losses) for cash equivalents and investments consist of the following:

	2017	2016
Unrestricted net assets		
Investment income	$ 5,916	$ 3,057
Change in fair value of investments	14,337	(5,851)
Restricted net assets		
Investment income	33,195	25,187
Change in fair value of investments	118,828	(46,053)
Total	$ 172,276	$ (23,660)

3. Pledges Receivable

Pledges receivable consisted of the following:

	2017	2016
Scheduled amounts due in:		
Less than one year	$ 245,354	$ 197,507

Pledges receivable have not been discounted as the amount is not material to the financial statements as a whole. The Organization believes all pledges are fully collectible.

4. Property and Equipment

Property and equipment consisted of the following:

	2017	2016
Leasehold improvements	$ 224,204	$ 179,031
Furniture, fixtures, and equipment	1,098,656	1,037,550
Total cost	1,322,860	1,216,581
Less accumulated depreciation	(747,901)	(643,115)
Property and equipment, net	$ 574,959	$ 573,466

5. Line of Credit

The Organization has a $250,000 line of credit with a local bank through May 2018. The line of credit is collateralized by accounts receivable. The interest rate at June 30, 2017 was 4.25%. There was no outstanding balance at June 30, 2017 and 2016.

6. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets consisted of the following:

	2017	2016
Temporarily restricted		
Unrestricted pledges receivable	$ **245,354**	$ 197,507
Program services	**137,586**	95,565
Endowment earnings	**257,478**	176,247
Total temporarily restricted	$ **640,418**	$ 469,319
Permanently restricted		
Endowment	$ **1,227,950**	$ 1,200,687

7. Endowments

Interpretation of Relevant Law

The Organization's endowments primarily consist of an investment portfolio managed by the Investment Sub-Committee. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund, if any, is classified as temporarily restricted net assets until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

(1) The duration and preservation of the fund;
(2) The purposes of the Organization and the donor-restricted endowment fund;
(3) General economic conditions;
(4) The possible effect of inflation and deflation;
(5) The expected total return from income and the appreciation of investments;
(6) Other resources of the Organization; and
(7) The investment policies of the Organization.

Spending Policy

The Organization has a policy of appropriating for expenditure an amount equal to 5% of the endowment fund's average fair market value over the prior 20 quarters. The earnings on the endowment fund are to be used for operations.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of perpetual duration. There were no such deficiencies as of June 30, 2017 and 2016.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

Endowment Net Asset Composition by Type of Fund

The endowment net asset composition by type of fund is as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
2017				
Donor-restricted endowment funds	$ -	$ 257,478	$ 1,227,950	$ 1,485,428
2016				
Donor-restricted endowment funds	$ -	$ 176,247	$ 1,200,687	$ 1,376,934

The Organization had the following endowment-related activities:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, June 30, 2015	$ -	$ 267,234	$ 1,200,687	$ 1,467,921
Investment return				
Investment income	-	25,187	-	25,187
Change in fair value of investments	-	(46,053)	-	(46,053)
Appropriation of endowment assets for expenditures	-	(70,121)	-	(70,121)
Endowment net assets, June 30, 2016	-	176,247	1,200,687	1,376,934
Investment return				
Investment income	-	**33,195**	-	**33,195**
Change in fair value of investments	-	**118,828**	-	**118,828**
Reclassification	-	-	**27,263**	**27,263**
Appropriation of endowment assets for expenditures	-	**(70,792)**	-	**(70,792)**
Endowment net assets, June 30, 2017	$ -	**$ 257,478**	**$ 1,227,950**	**$ 1,485,428**

8. Patient Service Revenue

Patient service revenue follows:

	2017	2016
Medicare	**$ 263,092**	$ 267,336
Medicaid	**1,489,762**	1,595,264
Third-party payers and private pay	**816,211**	764,525
Total patient service revenue	**$ 2,569,065**	$ 2,627,125

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2016.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to approximately $1,355,000 and $1,222,000 for the years ended June 30, 2017 and 2016, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

9. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that covers substantially all employees. Employer discretionary contributions are funded at a percentage of eligible employees' salaries. The Organization contributed $94,241 for the year ended June 30, 2016. The Organization did not incur expenses under the plan for the year ended June 30, 2017.

10. Concentration of Risk

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2017 and 2016, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 85% of grants and contracts.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. The mix of medical patient service revenue receivables from patients and third-party payers was as follows as of June 30:

	2017	2016
Medicare	**14 %**	15 %
Medicaid	**38 %**	45 %
Other	**48 %**	40 %
	100 %	100 %

11. Commitments and Contingencies

Medical Malpractice Insurance

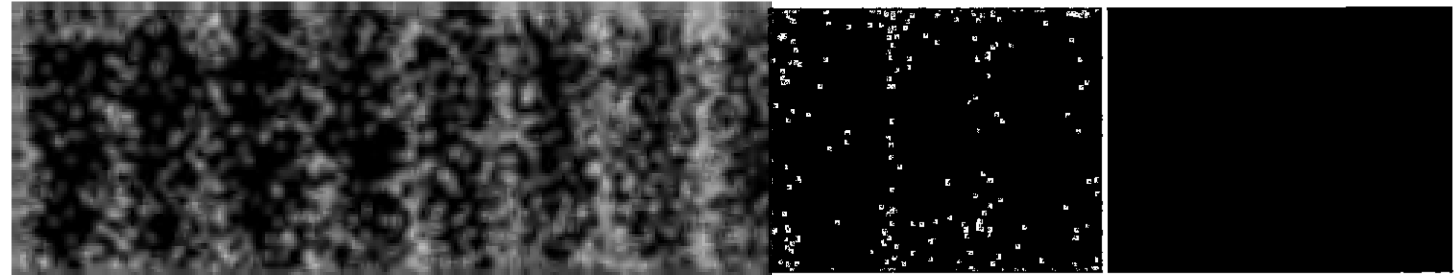
The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2017, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

Leases

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

2018	$ 172,023
2019	88,212
Total	$ 260,235

Rental expense amounted to $151,271 and $142,017 for the years ended June 30, 2017 and 2016, respectively. Rent expense includes a charge per square foot for utilities and housekeeping services.



CONSOLIDATED FINANCIAL STATEMENTS

and

ADDITIONAL INFORMATION

June 30, 2016 and 2015

With Independent Auditor's Report

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Goodwin Community Health and Subsidiary

We have audited the accompanying consolidated financial statements of Goodwin Community Health and Subsidiary (the Organization), which comprise the consolidated balance sheets as of June 30, 2016 and 2015, and the related consolidated statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

Opinion

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

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 13, 2016

GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

Consolidated Balance Sheets

June 30, 2016 and 2015

ASSETS

	2016	2015
Continuing operations		
Current assets		
Cash and cash equivalents	**$ 2,603,347**	$ 1,632,421
Patient accounts receivable, less allowance for uncollectible accounts of $128,995 in 2016 and $79,554 in 2015	**824,547**	553,922
Grants receivable	**615,693**	472,843
Inventory	**57,751**	-
Other current assets	**27,459**	23,594
Total current assets	**4,128,797**	2,682,780
Investments	**202,194**	200,125
Investment in limited liability company	**16,203**	-
Property and equipment, net	**6,063,645**	6,145,032
Total assets, continuing operations	**10,410,839**	9,027,937
Discontinued operations		
Current assets		
Cash and cash equivalents	**34,054**	37,467
Patient accounts receivable, less allowance for uncollectible accounts of $- in 2016 and $1,824 in 2015	-	103,801
Other current assets	-	1,878
Total current assets	**34,054**	143,146
Property and equipment, net	-	2,651
Goodwill	-	17,582
Total assets, discontinued operations	**34,054**	163,379
Total assets	**$10,444,893**	$ 9,191,316

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

GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

Consolidated Balance Sheets (Concluded)

June 30, 2016 and 2015

LIABILITIES AND NET ASSETS (DEFICIT)

	2016	2015
Continuing operations		
Current liabilities		
Line of credit	$ -	$ 56,500
Accounts payable and accrued expenses	**115,852**	181,271
Accrued payroll and related expenses	**483,582**	358,224
Current maturities of long-term debt	**27,490**	155,389
Total current liabilities	**626,924**	751,384
Long-term debt, less current maturities	**501,789**	701,676
Total liabilities	**1,128,713**	1,453,060
Net assets		
Unrestricted	**9,282,126**	7,574,877
Total liabilities and net assets, continuing operations	**10,410,839**	9,027,937
Discontinued operations		
Current liabilities		
Accounts payable and accrued expenses	-	124,973
Accrued payroll and related expenses	-	75,256
Current maturities of long-term debt	-	6,351
Total current liabilities	-	206,580
Long-term debt, less current maturities	-	6,605
Total liabilities	-	213,185
Net assets (deficit)		
Unrestricted	**34,054**	(49,806)
Total liabilities and net assets (deficit), discontinued operations	**34,054**	163,379
Total liabilities	**1,128,713**	1,666,245
Total net assets	**9,316,180**	7,525,071
Total liabilities and net assets	**$ 10,444,893**	$ 9,191,316

GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

Consolidated Statements of Operations and Changes in Net Assets

Years Ended June 30, 2016 and 2015

	2016	2015
Continuing operations		
Operating revenue and support		
Patient service revenue	**$ 6,317,240**	$ 5,322,573
Provision for bad debts	**(312,321)**	(256,074)
Net patient service revenue	**6,004,919**	5,066,499
Grants, contracts, and contributions	**3,737,779**	3,219,481
Equity in earnings of limited liability company	**16,203**	-
Other operating revenue	**103,065**	172,078
Total operating revenue and support	**9,861,966**	8,458,058
Operating expenses		
Salaries and benefits	**6,221,917**	5,182,403
Other operating expenses	**1,789,611**	1,365,911
Depreciation	**232,752**	252,522
Interest expense	**33,276**	45,167
Total operating expenses	**8,277,556**	6,846,003
Excess of revenue over expenses	**1,584,410**	1,612,055
Grants for capital acquisition	**122,839**	125,397
Increase in unrestricted net assets, continuing operations	**1,707,249**	1,737,452

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

GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

Consolidated Statements of Operations and Changes in Net Assets (Concluded)

Years Ended June 30, 2016 and 2015

	2016	2015
Discontinued operations		
Operating revenue and support		
Patient service revenue	**$ 279,763**	$ 823,473
(Provision for) reduction in allowance for bad debts	**(19,466)**	1,030
Net patient service revenue	**260,297**	824,503
Grants, contracts, and contributions	**1,522**	1,207
Gain on disposal of discontinued operations	**147,156**	-
Other operating revenue	**572**	91,358
Total operating revenue and support	**409,547**	917,068
Operating expenses		
Salaries and benefits	**257,382**	732,415
Other operating expenses	**65,523**	139,200
Depreciation	**2,651**	1,221
Interest expense	**131**	258
Total operating expenses	**325,687**	873,094
Excess of revenue over expenses and increase in unrestricted net assets, discontinued operations	**83,860**	43,974
Increase in unrestricted net assets	**1,791,109**	1,781,426
Unrestricted net assets, beginning of year	**7,525,071**	5,743,645
Unrestricted net assets, end of year	**$ 9,316,180**	$ 7,525,071

GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

Consolidated Statements of Cash Flows

Years Ended June 30, 2016 and 2015

	2016	2015
Cash flows from operating activities		
Change in net assets	**$ 1,791,109**	$ 1,781,426
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Unrestricted gain from discontinued operations	**(83,860)**	(43,974)
Provision for bad debts	**312,321**	256,074
Depreciation	**232,752**	252,522
Equity in earnings of limited liability company	**(16,203)**	-
Grants for capital acquisition	**(122,839)**	(125,397)
Debt forgiveness	**(52,000)**	(25,000)
Increase in		
Patient accounts receivable	**(582,946)**	(379,401)
Grants receivable	**(142,850)**	(310,233)
Other assets	**(3,865)**	(237)
Inventory	**(57,751)**	-
Increase (decrease) in		
Accounts payable and accrued expenses	**(65,419)**	818
Accrued salaries and related amounts	**125,358**	52,002
Net cash provided by operating activities from continuing operations	**1,333,807**	1,458,600
Net cash provided by operating activities from discontinued operations	**(155,195)**	23,076
Net cash provided by operating activities	**1,178,612**	1,481,676
Cash flows from investing activities		
Capital acquisitions	**(151,365)**	(125,396)
Purchase of investments	**(2,069)**	(200,125)
Net cash used by investing activities from continuing operations	**(153,434)**	(325,521)
Net cash provided by investing activities from discontinued operations	**164,738**	-
Net cash provided (used) by investing activities	**11,304**	(325,521)

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

GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

Consolidated Statements of Cash Flows (Concluded)

Years Ended June 30, 2016 and 2015

	2016	2015
Cash flows from financing activities		
Grants for capital acquisition	**122,839**	125,397
Payments on long-term debt	**(327,786)**	(148,229)
Payments on line of credit	**(4,500)**	(112,000)
Net cash used by financing activities from continuing operations	**(209,447)**	(134,832)
Net cash used by financing activities from discontinued operations	**(12,956)**	(7,014)
Net cash used by financing activities	**(222,403)**	(141,846)
Net increase in cash and cash equivalents	**967,513**	1,014,309
Cash and cash equivalents, beginning of year	**1,669,888**	655,579
Cash and cash equivalents, end of year	**$ 2,637,401**	$ 1,669,888
Supplemental disclosures of cash flow information		
Cash paid for interest	$ 33,407	$ 45,425
Noncash transaction - debt forgiveness	52,000	25,000

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

Organization

Goodwin Community Health (GCH) is a non-stock, not-for-profit corporation organized in New Hampshire. GCH is a Federally Qualified Health Center (FQHC) which provides prenatal care, social support, and public health services to low-income persons.

Subsidiary

Great Bay Mental Health Associates, Inc. (GBMHA), a wholly-owned, for-profit subsidiary, is engaged in providing mental health services in the Strafford County, New Hampshire community through its employees and independent contractors who are qualified and licensed to practice in the State of New Hampshire.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of GCH and its subsidiary, GBMHA (collectively, the Organization). All significant intercompany balances and transactions have been eliminated in consolidation.

Discontinued Operations

On December 31, 2015, the Organization sold GBMHA's name and phone numbers, furniture and equipment, and medical and business supplies to Wentworth-Douglass Physician Corporation, a New Hampshire not-for-profit corporation, for $164,738. The Organization maintained GBMHA's cash and cash equivalents, insurance claims, federal tax identification number, tax refunds, accounts receivable, goodwill, and the business books and records.

The Organization's consolidated financial statements reflect GBMHA's assets, revenues, gain, losses and expenses and cash flows as discontinued operations as of and for the years ended June 30, 2016 and 2015.

Use of Estimates

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

Income Taxes

GCH is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, GCH is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. GBMHA is a non-exempt organization and files applicable Form 1120 (corporate return). No provision for income taxes was necessary for the years ended June 30, 2016 and 2015.

Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements. The Organization is subject to U.S. federal and state examinations by tax authorities for the years ended June 30, 2012 through June 30, 2016.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Organization has not changed its methodology for estimating the allowance for uncollectible accounts during 2016 or 2015.

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

	2016	2015
Balance, beginning of year	**$ 81,378**	$ 88,420
Provision	**331,787**	255,044
Write-offs	**(284,170)**	(262,086)
Balance, end of year	**$ 128,995**	$ 81,378

The increase in the allowance is primarily due to an increase in the amount due from patients with commercial insurance as a result of increased deductibles and co-pays.

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Inventory

Inventory consisting of pharmaceutical drugs is valued using the retail method and is measured at the lower of cost or market.

Investments

Investments consist of certificates of deposit with a maturity in excess of one year.

Investment in Limited Liability Company

The Organization is one of eight partners who have each made a capital contribution of $500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to $16,203 at June 30, 2016.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

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

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization operates a pharmacy and also contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the contracted pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses and drug costs incurred related to the program are included in other operating expenses. Expenses related to the operation of the Organization's pharmacy are categorized in the applicable operating expense classifications.

Donor-Restricted Gifts

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

Functional Expenses

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

	2016	2015
Program services	**$ 7,042,192**	$ 6,377,552
Administrative and general	**1,301,950**	1,160,709
Fundraising	**259,101**	180,836
Total	**$ 8,603,243**	$ 7,719,097

Excess of Revenue Over Expenses

The consolidated statements of operations reflect the excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these consolidated financial statements, management has considered transactions or events occurring through December 13, 2016, the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

2. Property and Equipment

Property and equipment consisted of the following:

	2016	2015
Land	$ 718,427	$ 718,427
Building and improvements	5,802,958	5,670,162
Furniture, fixtures, and equipment	1,449,887	1,364,376
Total cost	7,971,272	7,752,965
Less accumulated depreciation	1,907,627	1,698,003
Total cost, less accumulated depreciation	6,063,645	6,054,962
Construction in progress	-	92,721
Property and equipment, net	$ 6,063,645	$ 6,147,683

The Organization's facility was built and renovated with federal grant funding under the ARRA - Capital Improvement Program and ACA - Capital Development Program. In accordance with the grant agreements, a Notice of Federal Interest (NFI) was required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management, Health Resources and Services Administration (OFAM, HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

Upon obtaining the mortgage included in Note 4 below on the Organization's facility, the Organization received the required written permission from OFAM and HRSA where by HRSA subordinated its Federal Interest in the property to the bank.

3. Line of Credit

The Organization has a $200,000 line of credit with Frisbie Memorial Hospital. The line of credit is interest-free, unsecured, and due on demand. The outstanding balances on the line of credit at June 30, 2016 and 2015 were $- and $56,500, respectively.

4. Long-Term Debt

Long-term debt consists of the following:

	2016	2015
Variable-rate note payable to a local bank, payable in monthly installments of $4,464, including interest at 4.75%, through December 2018, at which time the interest will be adjusted to the Federal Home Loan Bank of Boston Rate plus 2.5% and every five years thereafter through December 2029, collateralized by real estate which is subject to a Notice of Federal Interest (see Note 2).	$ 529,279	$ 556,504
Note payable to a not-for-profit corporation, payable in monthly installments of $8,069, including interest at 5.25%, through September 2017, collateralized by real estate which is subject to a Notice of Federal Interest (see Note 2) and all other assets. The note was paid in full during 2016.	-	205,217
Note payable to a local bank, payable in monthly installments of $1,860, including interest at 4.75%, through January 2019, collateralized by all assets. The note was paid in full during 2016.	-	73,251
Note payable to the New Hampshire Health and Education Facilities Authority, payable in monthly installments of $1,709, including interest at 1.00%, through July 2016. The note is unsecured.	-	22,093
Variable-rate note payable to a local bank, payable in monthly installments of $596, including interest at Prime plus 1.5% with a 4% floor, currently at 4.75%, through June 2017, collateralized by all assets of GBMHA and an unlimited corporate guaranty of GCH.	-	12,956
Total long-term debt	529,279	870,021
Less current maturities	27,490	161,740
Long-term debt, less current maturities	$ 501,789	$ 708,281

The Organization is required to meet certain administrative and financial covenants under various loan agreements included above. The Organization is in compliance with all loan covenants at June 30, 2016.

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

2017	$ 27,490
2018	30,124
2019	31,587
2020	33,120
2021	34,728

5. Patient Service Revenue

Patient service revenue is as follows:

	2016	2015
Medicare	**$ 728,783**	$ 638,547
Medicaid	**2,930,718**	3,131,251
Third-party payers and private pay	**2,240,792**	2,131,634
Medical and dental patient service revenue	**5,900,293**	5,901,432
340B pharmacy revenue	**696,710**	244,614
Total patient service revenue	**$ 6,597,003**	$ 6,146,046

The Organization has agreements with the Centers for Medicare & Medicaid Services (Medicare) and New Hampshire Medicaid. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

Effective July 1, 2015, the Organization began to be reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically adjusted rate determined by federal guidelines. Prior to July 1, 2015, the Organization was reimbursed at specified interim contractual rates during the year. Differences between the Medicare interim contractual rate and the cost of care as defined by the Principles of Reimbursement governing the program were determined and settled on a retrospective basis. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2015.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to approximately $485,000 and $486,000 for the years ended June 30, 2016 and 2015, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

6. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that covers substantially all employees. In 2011, the Organization temporarily suspended the employer match. During 2016, the match was reinstated and contributions amounted to $22,668.

7. WIC Food Vouchers

The Organization acts as a conduit for the State of New Hampshire's Special Supplemental Food Program for Women, Infants and Children (WIC). This program is funded by the U.S. Department of Agriculture (Code of Federal Domestic Assistance #10.565). The value of food vouchers distributed by the Organization was $1,463,583 and $1,570,536 for the years ended June 30, 2016 and 2015, respectively. These amounts are not included in the accompanying consolidated financial statements as they are not part of the contract the Organization has with the State of New Hampshire for the WIC program.

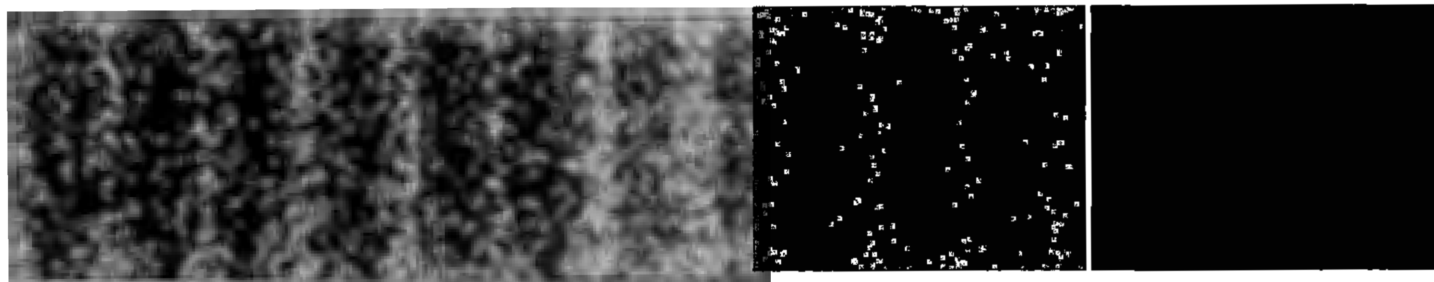
8. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. At June 30, 2016 and 2015, New Hampshire Medicaid represented 29% and 31%, respectively, and Medicare represented 18% and 9%, respectively, of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

9. Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of June 30, 2016, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.



Families First

support for families...health care for all

FINANCIAL STATEMENTS

June 30, 2016 and 2015

With Independent Auditor's Report

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Families First of the Greater Seacoast

We have audited the accompanying financial statements of Families First of the Greater Seacoast, which comprise the balance sheets as of June 30, 2016 and 2015, and the related statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Families First of the Greater Seacoast as of June 30, 2016 and 2015, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 9, 2016

FAMILIES FIRST OF THE GREATER SEACOAST

Balance Sheets

June 30, 2016 and 2015

ASSETS

	2016	2015
Current assets		
Cash and cash equivalents	$ 726,265	$ 350,670
Patient accounts receivable, less allowance for uncollectible accounts of $62,155 in 2016 and $54,489 in 2015	337,248	297,832
Grants receivable	85,670	72,622
Current portion of pledges receivable	197,507	275,467
Other current assets	36,247	26,601
Total current assets	1,382,937	1,023,192
Investments	156,031	99,769
Investment in limited liability company	16,204	-
Assets limited as to use	1,450,076	1,680,036
Property and equipment, net	573,466	418,783
Total assets	$ 3,578,714	$ 3,221,780

LIABILITIES AND NET ASSETS

	2016	2015
Current liabilities		
Accounts payable and accrued expenses	$ 112,479	$ 52,580
Accrued payroll and related expenses	463,760	313,185
Patient deposits	58,215	47,922
Deferred revenue	35,501	60,200
Total liabilities	669,955	473,887
Net assets		
Unrestricted	1,238,753	915,781
Temporarily restricted	469,319	631,425
Permanently restricted	1,200,687	1,200,687
Total net assets	2,908,759	2,747,893
Total liabilities and net assets	$ 3,578,714	$ 3,221,780

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

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Operations

Years Ended June 30, 2016 and 2015

	2016	2015
Operating revenue		
Patient service revenue	**$ 2,627,125**	$ 2,152,348
Provision for bad debts	**(63,508)**	(37,705)
Net patient service revenue	**2,563,617**	2,114,643
Grants and contracts	**1,689,549**	1,332,274
Contributions	**1,003,671**	1,348,525
Equity earnings of limited liability company	**15,704**	-
Other operating revenue	**68,811**	120,613
Net assets released from restrictions for operations	**840,222**	1,159,515
Total operating revenue	**6,181,574**	6,075,570
Operating expenses		
Salaries and benefits	**4,389,821**	4,121,046
Other operating expenses	**1,507,681**	1,211,689
Depreciation	**83,306**	80,984
Interest expense	**-**	6,666
Total operating expenses	**5,980,808**	5,420,385
Operating income	**200,766**	655,185
Non-operating revenue and gains		
Investment income	**3,057**	2,452
Gain on sale of capital asset	**-**	34,844
Change in fair value of investments	**(5,851)**	(3,756)
Total non-operating revenue and gains	**(2,794)**	33,540
Excess of revenue over expenses	**197,972**	688,725
Contributions received for capital acquisition	**125,000**	-
Net assets released for capital acquisition	**-**	234,118
Increase in unrestricted net assets	**$ 322,972**	$ 922,843

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

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Changes in Net Assets

Years Ended June 30, 2016 and 2015

	2016	2015
Unrestricted net assets		
Excess of revenue over expenses	$ 197,972	$ 688,725
Contributions received for capital acquisition	125,000	-
Net assets released for capital acquisition	-	234,118
Increase in unrestricted net assets	322,972	922,843
Temporarily restricted net assets		
Contributions	698,982	750,695
Investment income	25,187	23,575
Change in fair value of investments	(46,053)	(26,114)
Net assets released from restrictions for operations	(840,222)	(1,159,515)
Net assets released for capital acquisition	-	(234,118)
Decrease in temporarily restricted net assets	(162,106)	(645,477)
Change in net assets	160,866	277,366
Net assets, beginning of year	2,747,893	2,470,527
Net assets, end of year	$ 2,908,759	$ 2,747,893

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

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Cash Flows

Years Ended June 30, 2016 and 2015

	2016	2015
Cash flows from operating activities		
Change in net assets	$ 160,866	$ 277,366
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Provision for bad debts	63,508	37,705
Depreciation	83,306	80,984
Equity earnings of limited liability company	(15,704)	-
Gain on sale of capital asset		(34,844)
Restricted contributions for long-term purposes	(125,000)	-
Change in fair value of investments	51,904	29,870
(Increase) decrease in the following assets:		
Patient accounts receivable	(102,924)	(119,498)
Grants receivable	(13,048)	44,794
Pledges receivable	77,960	332,523
Other current assets	(9,646)	7,210
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	59,899	(64,571)
Accrued payroll and related expenses	150,575	921
Patient deposits	10,293	6,949
Deferred revenue	(24,699)	48,420
Net cash provided by operating activities	367,290	647,829
Cash flows from investing activities		
Capital acquisitions	(237,989)	(217,073)
Proceeds from sale of capital asset	-	35,000
Purchase of investments	(28,742)	(363,435)
Proceeds from the sale of investments	150,036	91,555
Net cash used by investing activities	(116,695)	(453,953)
Cash flows from financing activities		
Payments on line of credit	-	(243,849)
Restricted contributions for long-term purposes	125,000	-
Net cash provided (used) by financing activities	125,000	(243,849)
Net increase (decrease) in cash and cash equivalents	375,595	(49,973)
Cash and cash equivalents, beginning of year	350,670	400,643
Cash and cash equivalents, end of year	$ 726,265	$ 350,670
Supplemental disclosures of cash flow information		
Cash paid for interest	$ -	$ 6,666

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

1. Summary of Significant Accounting Policies

Organization

Families First of the Greater Seacoast (Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides comprehensive medical and family support services, including primary care, dental, well child care, substance abuse counseling, parenting education, and home visitation programs to residents of the Seacoast region (New Hampshire and Maine).

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

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

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds and exclude amounts whose use is limited by Board designation or donor-imposed restrictions.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Organization has not changed its methodology for estimating the allowance for uncollectible accounts.

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

	2016	2015
Balance, beginning of year	$ 54,489	$ 51,984
Provision	63,508	37,705
Write-offs	(55,842)	(35,200)
Balance, end of year	$ 62,155	$ 54,489

The increase in provision is primarily due to an increase in patient balances over 120 days old.

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Investments

The Organization reports investments at fair value, and has elected to report all gains and losses in the excess (deficiency) of revenues over expenses to simplify the presentation of these amounts in the statement of operations. Investments include donor endowment funds and board-designated assets. Accordingly, investments have been classified as non-current assets on the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

Investment income and the change in fair value are included in the excess of revenue over expenses, unless otherwise stipulated by the donor or State Law.

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

Investment in Limited Liability Company

The Organization is one of eight partners who have each made a capital contribution of $500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to $16,204 and $- at June 30, 2016 and 2015, respectively.

Assets Limited As To Use

Assets limited as to use include assets designated by the Board of Directors for future use and donor-restricted contributions to be held in perpetuity.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

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

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor.

Permanently restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity, the income of which is primarily available for operations.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

Donated Goods and Services

Various program help and support for the daily operations of the Organization's programs were provided by the general public of the communities served by the Organization. Donated supplies and services are recorded at their estimated fair values on the date of receipt. Donated supplies and services amounted to $294,007 and $147,044 for the years ended June 30, 2016 and 2015, respectively.

Donor-Restricted Gifts

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

Promises to Give

Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. Given the short term nature of the pledges, they are not discounted and no reserve for uncollectible pledges has been established. Conditional promises to give are not included as support until the conditions are substantially met.

Functional Expenses

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

	2016	2015
Program services	**$ 5,202,419**	$ 4,706,160
Administrative and general	**621,430**	574,957
Fundraising	**156,959**	139,268
Total	**$ 5,980,808**	$ 5,420,385

Excess of Revenue Over Expenses

The statements of operations reflect the excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through November 9, 2016, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Investments

Investments, stated at fair value, consisted of the following:

	2016	2015
Long-term investments	$ 156,031	$ 99,769
Assets limited as to use	1,450,076	1,541,850
Total investments	$ 1,606,107	$ 1,641,619

Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value:

	Investments at Fair Value as of June 30, 2016			
	Level 1	Level 2	Level 3	Total
Money market funds	$ 6,504	-	-	6,504
Mutual funds	1,599,603	-	-	1,599,603
Total investments	$ 1,606,107	$ -	$ -	$ 1,606,107

	Investments at Fair Value as of June 30, 2015			
	Level 1	Level 2	Level 3	Total
Money market funds	18,248	-	-	18,248
Mutual funds	1,623,371	-	-	1,623,371
Total investments	$ 1,641,619	$ -	$ -	$ 1,641,619

Investment income and gains (losses) for cash equivalents and investments consist of the following:

	2016	2015
Unrestricted net assets		
Investment income	$ **3,057**	$ 2,452
Change in fair value of investments	**(5,851)**	(3,756)
Restricted net assets		
Investment income	**25,187**	23,575
Change in fair value of investments	**(46,053)**	(26,114)
Total	$ **(23,660)**	$ (3,843)

3. Assets Limited as to Use

Assets limited as to use consist of the following:

	2016	2015
Designated by the governing board		
For future use	$ **73,142**	$ 212,115
Donor-restricted endowment		
Temporarily restricted earnings	**176,247**	267,234
Permanently restricted principal	**1,200,687**	1,200,687
Total	$ **1,450,076**	$ 1,680,036

Assets limited as to use consisted of the following:

	2016	2015
Cash and cash equivalents	$ **-**	$ 138,186
Investments	**1,450,076**	1,541,850
Total	$ **1,450,076**	$ 1,680,036

4. Pledges Receivable

Pledges receivable consisted of the following:

	2016	2015
Scheduled amounts due in:		
Less than one year	$ 197,507	$ 275,467

Pledges receivable have not been discounted as the amount is not material to the financial statements as a whole. The Organization believes all pledges are fully collectible.

5. Property and Equipment

Property and equipment consisted of the following:

	2016	2015
Leasehold improvements	$ 179,031	$ 179,031
Furniture, fixtures, and equipment	1,037,550	799,559
Total cost	1,216,581	978,590
Less accumulated depreciation	(643,115)	(559,807)
Property and equipment, net	$ 573,466	$ 418,783

6. Line of Credit

The Organization has a $250,000 line of credit with a local bank through May 1, 2017. The line of credit is collateralized by accounts receivable. The interest rate at June 30, 2016 was 3.50%. There was no outstanding balance at June 30, 2016 and 2015.

7. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets consisted of the following:

	2016	2015
Temporarily restricted		
Unrestricted pledges receivable	$ 213,711	$ 275,467
Program services	95,565	88,724
Endowment earnings	176,247	267,234
Total temporarily restricted	$ 485,523	$ 631,425
Permanently restricted		
Endowment	$ 1,200,687	$ 1,200,687

8. Endowments

Interpretation of Relevant Law

There were no board-designated endowments. The Organization's endowments primarily consist of an investment portfolio managed by the Investment Sub-Committee. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund, if any, is classified as temporarily restricted net assets until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

(1) The duration and preservation of the fund;
(2) The purposes of the Organization and the donor-restricted endowment fund;
(3) General economic conditions;
(4) The possible effect of inflation and deflation;
(5) The expected total return from income and the appreciation of investments;
(6) Other resources of the Organization; and
(7) The investment policies of the Organization.

Spending Policy

The Organization has a policy of appropriating for expenditure an amount equal to 5% of the endowment fund's average fair market value over the prior 20 quarters. The earnings on the endowment fund are to be used for operations.

Funds with Deficiencies

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

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

Endowment Net Asset Composition by Type of Fund

The endowment net asset composition by type of fund is as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
2016				
Donor-restricted endowment funds	**$ -**	**$ 176,247**	**$ 1,200,687**	**$ 1,376,934**
2015				
Donor-restricted endowment funds	$ -	$ 267,234	$ 1,200,687	$ 1,467,921

The Organization had the following endowment-related activities:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, June 30, 2015	$ -	$ 267,234	$ 1,200,687	$ 1,467,921
Investment return				
Investment income	-	**25,187**	-	**25,187**
Change in fair value of investments	-	**(46,053)**	-	**(46,053)**
Appropriation of endowment assets for expenditures	-	**(70,121)**	-	**(70,121)**
Endowment net assets, June 30, 2016	**$ -**	**$ 176,247**	**$ 1,200,687**	**$ 1,376,934**

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, June 30, 2014	$ -	$ 336,328	$ 1,200,687	$ 1,537,015
Investment return				
Investment income	-	23,575	-	23,575
Change in fair value of investments	-	(26,114)	-	(26,114)
Appropriation of endowment assets for expenditures	-	(66,555)	-	(66,555)
Endowment net assets, June 30, 2015	$ -	$ 267,234	$ 1,200,687	$ 1,467,921

9. Patient Service Revenue

Patient service revenue follows:

	2016	2015
Medicare	**$ 267,336**	$ 215,538
Medicaid	**1,595,264**	1,307,387
Third-party payers and private pay	**764,525**	629,423
Total patient service revenue	**$ 2,627,125**	$ 2,152,348

The Organization has agreements with the Centers for Medicare and Medicaid Services (Medicare and New Hampshire and Maine Medicaid). Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

Effective July 1, 2015, the Organization began to be reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by federal guidelines. Prior to July 1, 2015, the Organization was reimbursed at specified interim contractual rates during the year. Differences between the Medicare interim contractual rate and the cost of care as defined by the Principles of Reimbursement governing the program were determined and settled on a retrospective basis. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2014.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to approximately $1,222,000 and $1,661,100 for the years ended June 30, 2016 and 2015, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

10. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that covers substantially all employees. Employer discretionary contributions are funded at a percentage of eligible employees' salaries. The Organization contributed $94,241 for the year ended June 30, 2016. The Organization did not incur expenses under the plan for the years ended June 30, 2015.

11. Concentration of Risk

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. The mix of medical patient service revenue receivables from patients and third-party payers was as follows as of June 30:

	2016	2015
Medicare	**15 %**	11 %
Medicaid	**45 %**	42 %
Other	**40 %**	47 %
	100 %	100 %

12. Commitments and Contingencies

Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2016, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

Leases

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

2017	$ 159,973
2018	86,659
2019	7,848
Total	$ 254,480

Rental expense amounted to $142,017 and $133,381 for the years ended June 30, 2016 and 2015, respectively. Rent expense includes a charge per square foot for utilities and housekeeping services.

GREATER SEACOAST COMMUNITY HEALTH
Board of Directors 2018

Name/Address	Phone/Email	Occupation	Term End Date (3 year term w-option for 3 terms)	Length of Service
Chair Valerie Goodwin		Business	June 30, 2019 Third Term	8 years
Vice Chair Barbara Henry		Retired Newspaper Publisher	June 30, 2020 Second Term	4 years
Board Treasurer Mike Burke		CPA	June 30, 2020 First Term	1 year
Board Secretary Jennifer Glidden		DHHS Admin. Supervisor	June 30, 2020 First Term	1 year
Abigail Sykas Karoutas		Attorney	June 30, 2020 First Term	1 year
Karin Barndollar		Export Manager	June 30, 2020 Third Term	7 years
Mark Boulanger Raiche & Company		CPA	June 30, 2018 Third Term	9 years

Greater Seacoast Community Health Board of Directors Rev. 1/2018

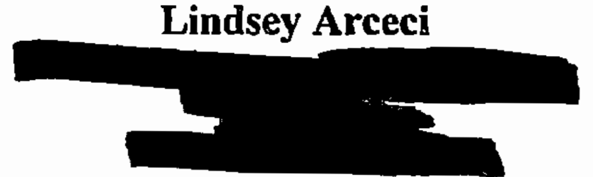
Name/Address	Phone/Email	Occupation	Term End Date (3 year term w-option for 3 terms)	Length of Service
Don Chick		Photographer	June 30, 2018 First Term	3 years
Whitney Galeucia			June 30, 2019 First Term	2 years
Lisa Hall		Retired Accountant	June 30, 2018 First Term	3 years
Jo Jordon		Emergency Management	June 30, 2019 First Term	2 years
Josephine (Jo) Lamprey		Retired Small business Owner	June 30, 2018 Second Term	6 years
Mathurin Malby, MD		Physician	June 30, 2018 First Term	3 years
Allison Neal		Education Consultant	June 30, 2019 Second Term	5 years
Thomas Newbold		Retired Project Management	June 30, 2019 Third Term (1yr renewal)	9 years
John Pelletier		Retired Truck Driver/Veteran	June 30, 2019 Third Term	8 years

Greater Seacoast Community Health Board of Directors Rev. 1/2018

Name/Address	Phone/Email	Occupation	Term End Date (3 year term w-option for 3 terms)	Length of Service
Yulia Rothenberg		Education Consultant	June 30, 2020 First Term	1 year
Linda Sanborn		CPA	June 30, 2018 Third Term (1yr renewal)	10 years
Kathy Scheu		Medical/Laboratory Product Sales	June 30, 2020 First Term	1 year
Mary Schleyer		Private Foundation Manager	June 30, 2018 Third Term	9 years
Jeffrey Segil, MD		Physician-OB/GYN	June 30, 2020 First Term	1 year
David B. Staples, DDS		Dentist	June 30, 2019 Second Term	5 years
Peter Whitman		Real Estate Development	June 30, 2020 First Term	1 year

Please note: Effective January 1, 2018, Goodwin Community Health and Families First Health and Support Center merged. The Board of Directors for the merged entity, Greater Seacoast Community Health, was appointed in January 2018. More than half of Board members are either Families First or Goodwin patients.

Lindsey Arceci



Work Experience

Families First Health Center, Portsmouth, NH
Medical Receptionist (April 2017 to present)

- Answer and direct phone calls, take messages
- Scan medical documents
- Check in patients, take payments, answer questions
- Open and close the front office, including

The Grill at the Portsmouth Gas Light Co., Portsmouth, NH
Vegan Consultant and Line Cook (Aug. 2016 - present)

- Create original weekly vegan specials
- Work in salad and fry stations for American grill style restaurant
- Assist with food preparation for restaurant and pizza parlor downstairs

The Juicery, Portsmouth, NH
Store Manager (Aug. 2015 - July 2016)

- Interview, hire and train new employees
- Prepare payments to vendors/suppliers and deposit sales receipts
- Manage store inventory, contact suppliers and place orders daily
- Assess employee performance, monitor progress & report or prepare performance evaluations.
- Prepare and conduct staff and shift leader meetings
- Train and motivate staff. Delegate work assignments to staff and team leaders
- Work with facilities manager to review and upgrade the layout of the restaurant
- Responsible for opening and closing restaurant, and being available on days off

Juicy Roots, Dover, NH
Manager (July 2014 - Aug. 2015)

- Create weekly lunch specials (vegan, sometimes gluten free)
- Prepare staff schedules
- Manage restaurant inventory
- All food prep for salad bar, sandwich menu, multiple soups and desserts
- Manage restaurant's advertising and social media efforts; daily posts on Facebook and Instagram

The Equinox, Keene State College Newspaper, Keene, NH
Copy Writer (April 2010 - April 2011)

- 15 hours a week reading and editing

- Proficient in English grammar and language
- Proofread articles before publishing
- Responsible for final edits of finished newspaper on print night

Opinions Editor (April 2012 - April 2013)

- Responsible for writing the newspaper's editorial each week
- Create and design content for 2-page spread in newspaper
- Work with multiple writers, graphic designers and photographers to generate varied material and artwork in a week's time
- Contribute my own opinions piece with each publication

Keene Fresh Salad Co., Keene, NH

Assistant Manager (April 2011 - June 2014)

- Mentor head chef and assisted making meals entirely from scratch
- Prepare fresh lunches in a fast-paced environment
- Extensive food preparation for dressings, pestos, entrees specials, baked goods and flavored drinks
- Train employees with food preparation, register operations, cleaning and food knowledge

Monadnock Community Hospital, Peterborough, NH

Records Clerk and Receptionist (June 2005 - January 2011)

- Perform administrative duties such as faxing, pulling and filing away patients charts
- Answer and expedite incoming calls to appropriate personnel
- Prepare and mail business letters and X-ray CDs
- Worked for multiple offices affiliated with the hospital, including family practices and radiology department

Other experience

Experienced with Microsoft Word & Excel, Google Docs/Drive. Par sheets (for inventory purposes), copier, fax machine and multi-line telephone

Completed 2 Hour Basic Course and Examination in SAFE, *Safety Awareness in the Food Environment,* April 14, 2016

Education

2013 Keene State College, Keene, NH
Bachelor's Degree in Journalism, Minor in Modern Dance

2009 Conant High School, Jaffrey, NH

**References available upon request

Marie Dagan

Experience

Families First Health & Support Center

Prescription Assistance Coordinator. 2012 to present

- Responsible for the planning and day to day operation of the Medication Bridge Program, determine patient eligibility.
- Complete indigent care applications.
- Maintain client files in program database.
- Provide education to community partners on Medication Assistance Program.
- Coordinate communication with Portsmouth Hospital physicians.

Lamprey Health Care, Inc.

Prescription Assistance Coordinator. 2005-Present

- Duties are same as above

Laboratory Coordinator. 2000-2005

- Maintained laboratory to compliance standards.
- Responsible for testing controls and cleaning of instruments.
- Coordinated all inspections for the Accreditation of Health Care (JACHO).
- Maintained MSDS information according to compliance standards.
- Assisted in coordination of community influenza clinics.
- Maintained the procedure room to compliance standards.
- Assisted prenatal nurse with test reporting.
- Member of the Infection Control Committee.

Health Aide/Medical Assistant. 1976-2000

- Assisted providers with patient appointments.
- Cleaned instruments.
- Stocked exam rooms.

Education

Graduated High School 1967

References

Available upon request

LISA MARIE LEBLANC

QUALIFICATION HIGHLIGHTS

- Computer knowledge in Microsoft Office Suite, Power Point, Publisher and Excel
- Strong record of cross functional skills in Human Resources, Program Management, Education and Client Services
- Exceptional strength in organization, managing time well and prioritization.
- Solid work ethic, loyal, flexible, reliable and can quickly adapt to learn new skills and systems
- Culturally sensitive, understanding and respecting diverse values, beliefs
- High priority given to confidentiality

PROFESSIONAL EXPERIENCE AND SKILLS

CASE MANAGEMENT

- Case Management and advocacy support services for: emergency shelter, crisis intervention, housing and legal advocacy
- Collaborative liaison with DCYF and other community agencies to coordinate improved response to families who have co-occurrence of domestic abuse and child abuse and neglect
- Excellent logical and critical thinking to provide dignified client-centered assistance
- Deeply committed to improving the quality of life for clients and the community
- Skilled in building community support, identifying key stakeholders and promoting strategic multi-disciplinary partnerships

OUTREACH AND EDUCATION

- Oversight and provision for community-based educational programming
- Development and implementation of volunteer training in compliance with mandated training standards
- Strong experience in educational & support group facilitation
- Spokeswoman and liaison for local newspapers, media, and public service announcements (PSA)

LEADERSHIP/SUPERVISION

- Management of organizational capacity for residential and community programs
- Knowledge of NH Labor Laws and regulations
- Extensive experience with recruitment, interviewing, training and placement
- Development of policies, procedures, enforcement and best practices
- Supervision and evaluation of 10 direct service staff in 4 sites
- Skilled in mediation and conflict resolution
- Oversight, development and implementation of systems that ensure quality service delivery
- Compliance with federal, state and local funders NHCDSV Coalition standards and Community relations
- Collaborative participation with Board of Directors to develop Strategic Planning

NETWORKING

- Served as committee member with NH Department of Children Youth & Families, Strafford County Family Justice Center, Strafford County Visitation Center, NH Congress Non-profit Advisory Panel, and the NH Governors Protocol Commission
- Skilled in building community support, indentifying key stakeholders and promoting strategic interagency partnerships
- Member of Seacoast Professional Women's Network

EMPLOYMENT HISTORY

Southern New Hampshire Services, Manchester NH — Present

- **Fuel Assistance Intake / Seabrook (Temporary)**

New Generations Inc, Greenland NH — Present

- **Residents Support Services/ Per Diem**

Task Force on Family Violence, A Safe Place - Portsmouth, NH (1995 – 2014)

- **Director of Client Services,** 2007 – 2014
- **Volunteer Program Management,** 2006 – 2007
- **Education and Outreach Coordinator,** 2005 – 2006
- **Domestic Violence Liaison for Division of Children, Youth and Families (DCYF).** 2000 – 2005
- **Emergency Shelter Manager.** 1995 – 2000
- **AmeriCorps Victim Advocate Program (AVAP)** 1994 – 1995

MEDICAL EMPLOYMENT HISTORY

Edgewood Center - Portsmouth, NH — **Certified Nursing Assistant**
Shawnessy Rehabilitation Hospital - Salem, MA — **Certified Nursing Assistant**

EDUCATION AND TRAINING

- Great Bay Community College, **Medical Assistant National Re-certification Program October-2015**
- Durkee Personnel, North Hampton, NH - **Certificate: Microsoft Office Suite (Word, Excel, PowerPoint, Access, Publisher, and Outlook) QuickBooks, Introduction to Windows 7, and Social Media**
- Great Bay Community College, Rochester, NH - Work Ready NH, **Obtained National Career Readiness Certificate**
- United Way, **Volunteer Management Certificate Program**
- Franklin Pierce College, Portsmouth NH - **Bachelors of Social Work (pursuing)**
- Hesser College, Portsmouth NH - **Medical Assistant Associates Degree**
- New Hampshire Technical College, Stratham NH - **Administrative Assistant Certificate**

VOLUNTEER WORK

Work Ready NH - **Assisting instructor with classroom exercises**

Strafford County Department of Corrections - **Educational Volunteer**

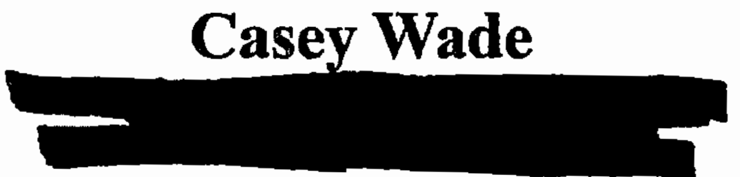
Traveled to India - **Provided international consultation for policy & best practices related to trauma response**

A Safe Place - **Support Group Facilitator, Direct Service and Court Advocacy**

AWARDS

Leadership Appreciation Award
Presented by: ***A Safe Place*** Executive Director and staff — **2011**
Superb Leadership Award
Presented by: ***A Safe Place*** Board of Directors — **2007**
Founders Award for Distinguished Service
Presented by: Executive Director, Board of Directors and Community Supporters at ***A Safe Place*** 25th Anniversary Celebration — **2003**

Casey Wade



I am a dependable, punctual, and detail oriented individual. I am very outgoing and work well with others while also working efficiently on my own. I love to learn and I pick up on things quickly. I am seeking a position where I can advance and excel while giving my best to an employer.

Experience

January 2017 –Present Goodwin Community Health, Somersworth, NH
Community Health and Outreach Worker
I represent Goodwin Community Health at community outreach events and network meetings. Working closely with the social work and behavioral health teams, I coordinate transportation for our patients as well as make home visits when necessary. I work with our prenatal patients assisting them with setting up the first pediatric appointment for their newborn as well as post-partum visits for themselves. I also work with the billing department and am the sliding scale supervisor for income processing.

November 2014-Present Goodwin Community Health, Somersworth, NH
Patient Advocate
Checked in and registered patients for their appointments. Duties included verifying contact information, insurance, communicating information from patient to provider, and educating patients on the sliding scale and integrated healthcare opportunities available.

August 2014-Present Magna Home Cleaning Greenland, NH
Cleaning Technician
We travel to client's homes and businesses to clean and organize.

November, 2012-August, 2014 Salmon Falls Stoneware, Dover, NH
Sales Associate, Bookkeeper's Assistant and Factory Worker
I was a sales associate in the retail store. In addition to handling in-store sales, duties included processing phone, internet and wholesale orders. My flexibility also had me working in the office assisting the bookkeeper with A/P, A/R, bank deposits, cash reconciliations, correspondence and filing. I also learned the waxing and glazing processes while working in the factory when needed.

May, 2012-September, 2012 Sun N'Surf, York, ME
Waitress
In addition to serving, duties included cleaning and stocking the kitchen, bathrooms, dining room and patio. A severely sprained ankle was the reason for leaving.

February, 2011- May, 2012 Fogarty's South Berwick, Maine
Waitress and Hostess
At Fogarty's I started as a hostess, greeting and seating guests. I was later trained to wait tables. Duties included serving, stocking and cleaning. Scheduling became an issue which led me to leave.

June 2005-July 2011 Aggie's Ice Cream South Berwick, Maine
Cashier and Scooper.
Aggie's was my first job. I worked there while going to high school and on summer vacations from the University of Southern Maine. I learned a lot about customer service and handling money. Eventually I decided to move on to waitress at Fogarty's.

Education

University of Southern Maine
(2009-2010)

York County Community College-Wells, Maine
Associate in Liberal Arts (2011-2013)

Skills

Computer skills (Excel, Word)
Customer service skills

FAMILIES FIRST OF THE GREATER SEACOAST
NH BCC SCREENING PROGRAM COMMUITY AND CLINICAL CANCER SCREENING IMPROVEMENT PROJECT
STAFFING PLAN

Name	Title	Qualifications
Lindsay Arceci	Care Coordinator / Community Health Worker	• Bachelor's Degree in Journalism from Keene State College, 2013. • Medical Receptionist at Families First from April 2017 to November 2017. Recently promoted to Care Coordinator / Community Health Worker. • Copy Writer and Opinions Editor at *The Equinox* at Keene State College from April 2010 through April 2013.
Maria Dagan	Care Coordinator / Community Health Worker	• Certified Application Counselor (for ACA health insurance), fall 2014 to present. • Prescription Assistance Coordinator at Families First from 2012 to present. • Prescription Assistance Coordinator at Lamprey Health Care, Inc. from 2005 to present.
Lisa LeBlanc	Care Coordinator / Community Health Worker	• Medical Assistant Associates Degree from Hesser College • Pursuing a Bachelor's of Social Work from Franklin Peirce College. • Cancer Screening Outreach Worker, February 2016 to present • Care Coordinator, March 2017 to present • 20 years of experience working at the Task Force on Family Violence, A Safe Place - working in Client Services, Education and Outreach, and as a Liaison for DCYF.
Casey Wade	Community Outreach Worker / Community Health Worker	• Associate's Degree in Liberal Arts from York County Community College, 2013 • Community Health and Outreach worker at Goodwin Community Health, January 2017 to present. • Patient Advocate at Goodwin Community Health from November 2014 to present.

FORM NUMBER P-37 (version 5/8/15)

Subject: Primary Care Services (RFP-2018-DPHS-15-PRIMA)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name HealthFirst Family Care Center		1.4 Contractor Address 841 Central Street, Franklin, NH 03235	
1.5 Contractor Phone Number 603-934-0177	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $477,877
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature [signature]		1.12 Name and Title of Contractor Signatory Richard D. Silverberg CEO/President	
1.13 Acknowledgement: State of NH, County of Merrimack On March 29, 2018, 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] [signature]			
1.13.2 Name and Title of Notary or Justice of the Peace [signature]		SARAH A. FISHER, Notary Public My Commission Expires June 19, 2018	
1.14 State Agency Signature [signature] Date: 4/26/18		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: [signature]		On: 5/22/18	
1.18 Approval by the Governor and Executive Council *(if applicable)* By:		On:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials AJS
Date 3/29/18

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials RDS
Date 3/24/18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or ber successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

Contractor Initials ADS
Date 3/29/18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of

improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. **Definitions**

   1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

      1.1.1. The calendar year, (January 1st through December 31st); or

      1.1.2. The state fiscal year (July 1st through June 30th).

   1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

   1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

   1.4. **NQF** – National Quality Forum

   1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

   1.6. **UDS** – Uniform Data System

   1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**

   2.1. **Breastfeeding**

      2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

         2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

         2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

         2.1.1.3. Denominator: All patient infants born in the measurement year.

   2.2. **Preventive Health: Lead Screening**

      2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

         2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

         2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

Contractor Initials: [signature]
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2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

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2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

2.5.1.2. Age 18 through 64 BMI ≥ 18.5 and < 25

2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. Preventive Health: Tobacco Screening

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

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recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. At Risk Population: Hypertension

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

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2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are

enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Contractor Initials: RJS

Date: 3/29/18

Exhibit A-2 – Report Timing Requirements

1.1. **Primary Care Services Reporting Requirements**

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2. **Annual Reports**

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each

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identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year;

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1. Primary Care Services Measure Data Trend Table (DTT), due on;

1.3.1.1. July 31, 2018 (measurement period July 1– June 30) and;

1.3.1.2. January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF);

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Contractor Initials: [signature]

Date: 3/29/18

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

      4.2.2. Onsite reviews may be required.

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

      Financial Administrator

      Department of Health and Human Services

      Division of Public Health

      29 Hazen Dr.

      Concord, NH 03301

Exhibit B

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: HealthFirst Family Care Center

Budget Request for: Primary Care Services

Budget Period: April 1, 2018 to June 30, 2018

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 61,654.84	$ 6,165.48	$ 67,820.32	$28,227.42	$ 2,822.74	$ 31,050.16	$33,427.42	$ 3,342.74	$ 36,770.16
2. Employee Benefits (24% of wages)	$ 14,797.16	$ 1,479.72	$ 16,276.88	$ 6,774.58	$ 677.46	$ 7,452.04	$ 8,022.58	$ 802.26	$ 8,824.84
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 9,854.55	$ 985.45	$ 10,840.00	$ -	$ -	$ -	$ 9,854.55	$ 985.45	$ 10,840.00
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 1,500.00	$ 150.00	$ 1,650.00	$ -	$ -	$ -	$ 1,500.00	$ 150.00	$ 1,650.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (Language Interpretation Services):	$ 1,500.00	$ 150.00	$ 1,650.00	$ -	$ -	$ -	$ 1,500.00	$ 150.00	$ 1,650.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ 89,306.55**	**$ 8,930.65**	**$ 98,237.20**	**$ 35,002.00**	**$ 3,500.20**	**$ 38,502.20**	**$ 54,304.55**	**$ 5,430.45**	**$ 59,735.00**
Indirect As A Percent of Direct		10.0%						$ 0.00	59,735

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: HealthFirst Family Care Center

Budget Request for: Primary Care Services

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$253,400.37	$25,340.04	$278,740.40	$116,300.18	$11,630.02	$127,930.20	$137,100.18	$13,710.02	$150,810.20
2. Employee Benefits (24% of wages)	$ 60,816.09	$ 6,081.61	$ 66,897.70	$ 27,912.04	$ 2,791.20	$ 30,703.25	$ 32,904.04	$ 3,290.40	$ 36,194.45
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 23,212.14	$ 2,321.21	$ 25,533.35	$ -	$ -	$ -	$ 23,212.14	$ 2,321.21	$ 25,533.35
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 12,000.00	$ 1,200.00	$ 13,200.00	$ -	$ -	$ -	$ 12,000.00	$ 1,200.00	$ 13,200.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (Language Interpretation Services):	$ 12,000.00	$ 1,200.00	$ 13,200.00	$ -	$ -	$ -	$ 12,000.00	$ 1,200.00	$ 13,200.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$361,428.60**	**$36,142.86**	**$397,571.46**	**$144,212.23**	**$14,421.22**	**$158,633.45**	**$217,216.37**	**$21,721.64**	**$238,938.00**
Indirect As A Percent of Direct		10.0%						$ 0.00	238,938

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder/Program Name: HealthFirst Family Care Center

Budget Request for: Primary Care Services

Budget Period: July 1, 2019 to March 31, 2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$190,050.28	$19,005.03	$209,055.30	$87,225.14	$ 8,722.51	$ 95,947.65	$102,825.14	$10,282.51	$113,107.65
2. Employee Benefits (24% of wages)	$ 45,612.07	$ 4,561.21	$ 50,173.27	$ 20,934.03	$ 2,093.40	$ 23,027.44	$ 24,678.03	$ 2,467.80	$ 27,145.84
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 18,409.56	$ 1,840.96	$ 20,250.52	$ -	$ -	$ -	$ 18,409.56	$ 1,840.96	$ 20,250.52
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 8,000.00	$ 800.00	$ 8,800.00	$ -	$ -	$ -	$ 8,000.00	$ 800.00	$ 8,800.00
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (**Language Interpretation Services**):	$ 9,000.00	$ 900.00	$ 9,900.00	$ -	$ -	$ -	$ 9,000.00	$ 900.00	$ 9,900.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$271,071.90**	**$27,107.19**	**$298,179.09**	**$108,159.17**	**$10,815.92**	**$118,975.09**	**$162,912.73**	**$16,291.27**	**$179,204.00**
Indirect As A Percent of Direct		10.0%						$ 0.00	179,204

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

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

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
    When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

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

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

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

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)
841 Central St Franklin NH 03235
22 Strafford St Laconia 03246

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

Contractor Name: HealthFirst Family Care Center

3/29/18
Date

Richard D Silverberg
Name:
Title: CEO/President

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Health First Family Care Center

3/29/18
Date

Name: Richard D. Silverberg
Title: CEO/President

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Contractor Name: Health First Family Care Center

3/29/18
Date

Name: Richard D. Silverberg
Title:

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.

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: HealthFirst Family Care Center

3/29/18
Date

Name: Richard D. Silverberg
Title: CEO/President

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Health First Family Care Center

3/29/18
Date

Name: Richard D. Silverberg
Title:

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Contractor Initials [signature]

Date 3/29/18

l. "<u>Required by Law</u>" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "<u>Secretary</u>" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "<u>Security Rule</u>" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "<u>Unsecured Protected Health Information</u>" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. <u>Other Definitions</u> - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **<u>Business Associate Use and Disclosure of Protected Health Information.</u>**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

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

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Health First Family Care Center
The State	Name of the Contractor
[signature]	[signature]
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Richard D. Silverberg
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	CEO/President
Title of Authorized Representative	Title of Authorized Representative
4/26/18	3/29/18
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Health First Family Care Center

3/29/18
Date

Name: Richard D. Silverberg
Title: CEO/President

FORM A

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

1. The DUNS number for your entity is: 026 459417

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

   __X__ NO   ______ YES

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

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

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

   ______ NO   __X__ YES

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

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

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

   Name: ____________ Amount: ________

   Name: ____________ Amount: ________

   Name: ____________ Amount: ________

   Name: ____________ Amount: ________

   Name: ____________ Amount: ________

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or

consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not

use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the

scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

Contractor Initials RMS

Date 3/29/18

a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

b. safeguard this information at all times.

c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact program and policy:
(Insert Office or Program Name)
(Insert Title)
DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacy.Officer@dhhs.nh.gov

HEALTHFIRST
FAMILY CARE CENTER inc.
841 CENTRAL STREET, FRANKLIN, NH 03235

7.2.2.9. License, Certificates and Permits as Required
This includes: a Certificate of Good Standing or assurance of obtaining registration with the New Hampshire Office of the Secretary of State. Required licenses or permits to provide services as described in Section 3 of this RFP.

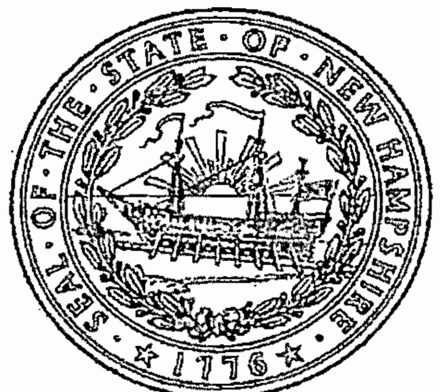
HealthFirst operates as a free-standing FQHC and does not require licenses to operate under the NH statue. HF meets all local fire and life safety codes, and ADA requirements under local zoning ordinances. Certificates of occupancy are on file at the local zoning/planning offices.

State of New Hampshire Department of State

CERTIFICATE

I,William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HEALTHFIRST FAMILY CARE CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 23. 1996. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 248976



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire.

this 24th day of April A.D. 2017.

William M. Gardner

Secretary of State

Registered Agent Information

Name:	Not Available
Registered Office Address:	Not Available
Registered Mailing Address:	Not Available

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
	No records to view.		

Filing History Address History View All Other Addresses Name History

Shares Businesses Linked to Registered Agent Return to Search Back

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- **Contact Us (/online/Home/ContactUS)**

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CERTIFICATE OF VOTE
(Corporation without Seal)

I, Michael Stanley, do hereby certify that:

1. I am the duly elected Vice Chairman of the Board of Directors for the Nonprofit Corporation HealthFirst Family Care Center, Inc.

2. James Wells is the duly elected Chairman of the Board of the Corporation.

3. Richard D. Silverberg is the duly appointed President and Chief Executive Officer (CEO) of the Corporation.

4. The following resolution was adopted at a meeting of the Board of Directors held on the 21st day of February, 2018:

   RESOLVED: That the Chairman of the Board of HealthFirst Family Care Center, Inc. and/or the President and CEO are hereby authorized on behalf of this Corporation to enter into Board-approved and previously authorized contracts with agencies of the Federal government and the State of New Hampshire and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications related thereto, as they may deem necessary, desirable, or appropriate as directed by the Board.

5. The forgoing resolution has not been amended or revoked, and remains in full force and effect as of the 1st day of July, 2018.

(Signature of Vice Chairman)

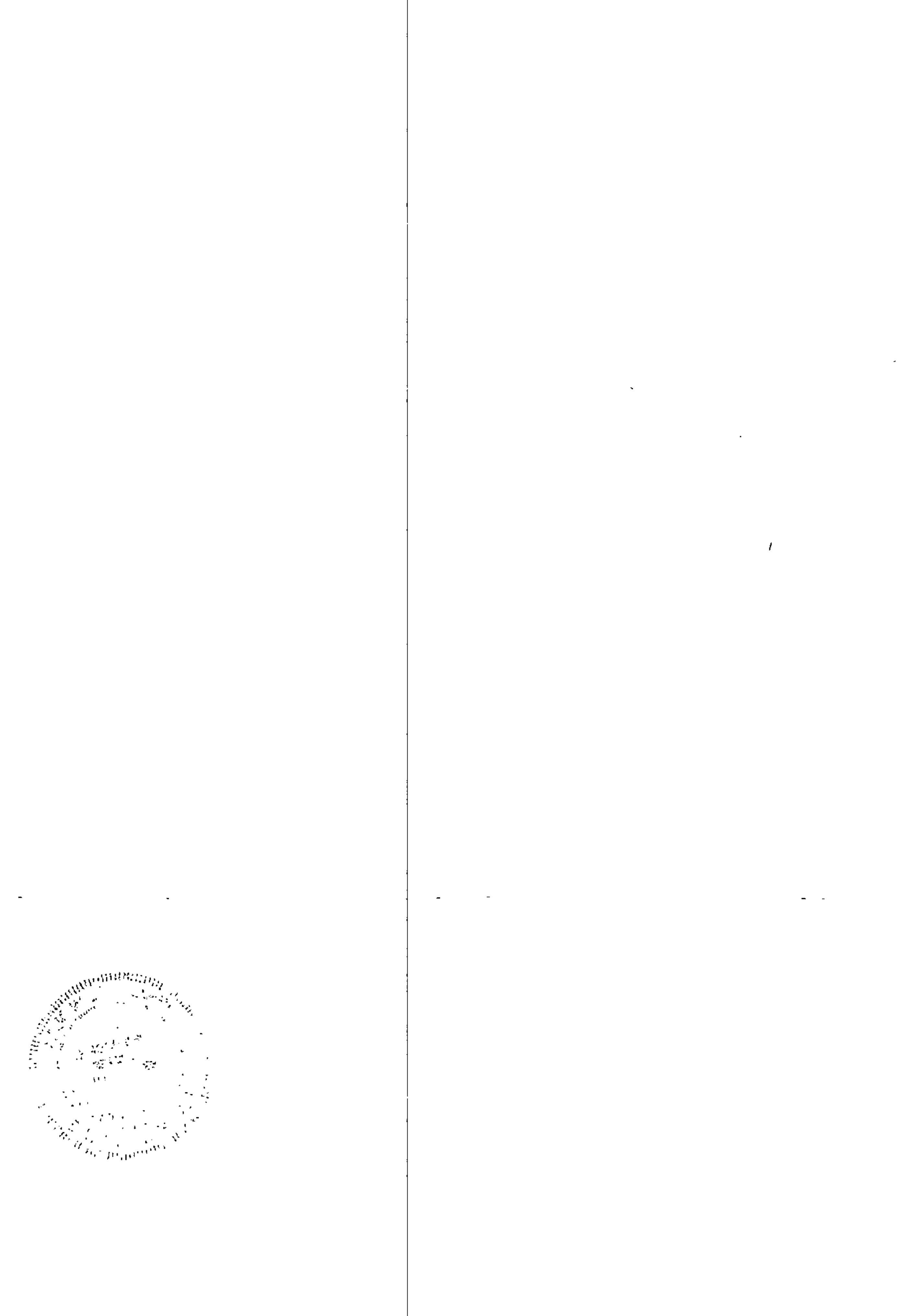
STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 22nd of February 2018, by Michael Stanley.

(Signature of Notary Public)

My Commission Expires: JENNAH L. WOLAK MY COMMISSION EXPIRES DEC. 4, 2018 NOTARY PUBLIC NEW HAMPSHIRE



HEALFIR-01 LMICHALS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/30/2017

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

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

PRODUCER License # AGR8150
Clark Insurance
One Sundial Ave Suite 302N
Manchester, NH 03103

CONTACT NAME: Lorraine Michals, CIC
PHONE (A/C, No, Ext): (603) 716-2362 | FAX (A/C, No): (603) 622-2854
E-MAIL ADDRESS: lmichals@clarkinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Citizens Ins Co of America	31534
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Health First Family Care Center
841 Central St
Franklin, NH 03235

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR			OBVA044172	07/01/2017	07/01/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; PRO-JECT; LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			OBVA044172	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB; X OCCUR			OBVA044172	07/01/2017	07/01/2018	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB; CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED; X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WBVA044167	07/01/2017	07/01/2018	PER STATUTE; OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A					E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

NH DHHS
129 Pleasant St
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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HEALTHFIRST
FAMILY CARE CENTER inc.
841 CENTRAL STREET, FRANKLIN, NH 03235

7.2.2.5 Description of organization: HealthFirst as a (FQHC) Federally Qualified Health Center serves the Twin Rivers and Lakes regions of New Hampshire through two primary offices located in Franklin since 1996 and Laconia since 2005. The agency has a budget just under $5.1 million, a staff of 52 individuals and provides the 19 required federally listed Bureau Primary Health Care program services and all the services required in this RFP. We server an area with a population of over 84,000 in 24 municipalities. HealthFirst has contracted with the state of New Hampshire Division of Maternal and Child Health, Oral Health Services, Breast and Cervical Cancer Services for many years. In order to carry out the services of this proposal, all services will be performed by direct members of the staff of HealthFirst. We do not have any subsidiaries, no other parent corporations or holdings. Our main administrative offices are located at 841 Central St., Franklin, NH 03235, 603-934-0177. We have a second major site at 22 Strafford St., Laconia NH 03246, and a specialty site at Genesis Behavioral Health in Laconia. HealthFirst has primary health care contracts with the State of New Hampshire for Maternal and Child Health, general primary health care services. Breast and cervical cancer outreach, Children's Community Based Oral health services. We have major commitment through a contract with the Bureau of Primary Health Care through the US Department Health Resources and Services Administration (HRSA) on the federal level for all 19 required FQHC services. HealthFirst is also very involved and committed to our work with the public health networks, the integrated delivery network (IDN) 1115 waiver project in which our CEO serves as chairman of the board for the Winnipesaukee public health Council and treasurer for the board for the IDN for region five. HealthFirst has additional commitments to have an active client navigator program development and doubling in size of our MAT medication assisted treatment program through a contract with Bi-State Primary Care Association.

HEALTHFIRST
FAMILY CARE CENTER Inc.
841 CENTRAL STREET, FRANKLIN, NH 03235

Mission statement of the organization follows:

It is the mission of
HealthFirst Family Care Center, Inc. to provide high quality primary healthcare, treatment, prevention and education services required by the residents of the service area, regardless of inability to pay or insurance status, depending upon available HealthFirst resources.

HealthFirst coordinates and cooperates with other community and regional health care providers to assure the people of the region the fullest possible range of health and prevention services.

7.2.2.5.2 HealthFirst is a full-service Federally Qualified Health Center offering family practice medicine, fully integrated behavioral health into primary care, to all regardless of insurance status or ability to pay.

The agency offers specialty programs in prenatal services, chronic disease care management services for individuals throughout the lifecycle, with specialized services for pediatrics, and adults of all ages, integrated nutritionist, BCCP outreach ad screening services and health educators provide services using a team approach. Samples of recent special agency accomplishments: An expansion of youth oral health outreach with special foundation grants, the fully integrated Behavioral health with inserted Primary care program called One health we do with Genesis Behavioral Health, Extensive work with IDN 5 on developing our regional HIT infrastructure our Broad based integration of primary care SUD and Behavioral health services across our community treatment teams and extensive development of new care coordination teams. In addition, HealthFirst offers community and population health programs and prevention activity through joint efforts in our regional public health network, the Winnipesaukee public health network. We are very engaged and take a leadership role in our public health network emergency preparedness council and work with the integrated delivery network, Community Health Services Council. HealthFirst is a Patient Centered Medical Home Level 3 certified by NQCA. During the 2016-17 program year, HealthFirst has seen 4583 individuals for 16798 visits. Our active patient population panel is 7413 individuals. HealthFirst has continually grown

to meet the needs of those in need of services in the Twin Rivers and Lakes Region, since our inception 1996. HealthFirst has a very accomplished record of receiving quality awards for exemplary patient outcomes on many measures, Hemoglobin A1c, BMI, asthma control, childhood vaccinations, pneumonia vaccine, colorectal screening, and many others from the federal Bureau of Primary Health Care. These have included recognition and cash awards. HealthFirst is an innovator in the region and the state with early adoption of and long-standing use of electronic medical record and decision support software.

7.2.2.5.3 HealthFirst is capable of effectively completing the services outlined the RFP. We have many strengths that are considered an asset to the program. We have 22 years of successfully obtaining state and federal contracts for services and large grants to develop and deliver community based services. These efforts have an excellent record of Clean audits with no findings.
We have received recognition for consistently meeting outcome metrics and have very satisfied patients. HealthFirst is approved in 2017 for the second time for all sites as a patient centered medical home level 3 the highest level by NQCA. We have won several federal bureaus of primary care quality awards for excellent clinical outcomes . HealthFirst utilizes a full Electronic medical record Centricity EMR with CHAN community Health Access Network which assures accurate up to date secure charting on all client activity. We regularly update our QA/QI plans and have over 140 measures of clinical outcomes and financial health, to monitor the agency functioning. We have experienced and dedicated staff at all levels of the organization who are committed to the mission of service to all regardless of income or insurance status and providing service excellence . HealthFirst staff is very involved in regional, state wide and national collaborative learning effort to enhance our services and learn and adopt best practices. For the past 22 years HealthFirst has been a regional leader in bringing new service to the region and providing high quality service to the Twin Rivers and Lakes region. HealthFirst teams up with other community health centers through the Community Health Access Network (CHAN) to develop very specific data gathering analysis methods used in reporting of the outcomes on breast and cervical cancer screening, colorectal cancer screening over hundreds of participating patients, SBIRT substance abuse brief intervention and referral to treatment, and special tracking methods for clients in our ever expanding substance abuse treatment programs . We track over 140 Clinical and financial outcome indicators and compare them to our clinical networks showing the health outcomes of our primary care and behavioral health efforts striving for ways to improve efficiency and service outcomes.

7.2.2.5.4 HealthFirst has over 22 years experience providing comprehensive community health services. Our integrated behavioral health in primary care program outreach and oral health emergency pain relief programs have drawn interest from others and have been copied by others due to their success. We have long and successful breast and cervical cancer, and colorectal screening and children's oral health in schools and other similar services involving community outreach to individuals In the Twin Rivers and Lakes region through our sites in Laconia Franklin. The agency has been a leader in our region in developing community based prevention programs in suicide , alcohol and drug abuse and smoking with our public health network.

HealthFirst has experienced staff who have delivered this type of service under previous contracts from state office of primary health care and Maternal and Child Health for the past 20 years. The particular staff members who is Qa/Qi Clinical manager has 4 years of experience working this type of program and has received recognition for innovation efforts in stimulating staff to perform quality work.

Our practice Manager has over 25 years of experience in practice management and developing service excellence to clients in outpatient settings . Our Human resources and billing staff are very accomplished in the rules regulations and policies and carrying out their functions in professional manner. The CFO has 20 years of experience in nonprofits and for the last seven years has help keep the agency in the black through the recession and many legislative changes that affected the overall options for billable services provided by the organization of the organization . The CEO has 35 year of leadership experience in Health care and has led HealthFirst since its start in 1996 . HealthFirst medical and Behavioral health providers have collectively won quality awards for integrated services and high performance on quality out comes . The primary outreach staff for this program has over 10 years of experience working with outreach and enabling services. The primary care providers at HealthFirst are trained and have many years of experience working with men women and children on doing screenings and early identification in; Substance abuse, Through SBIRT, Behavioral health and chronic diseases such and diabetes and heart disease. We have well-established referral relationships with mammography laboratory, dental and specialty medical services.

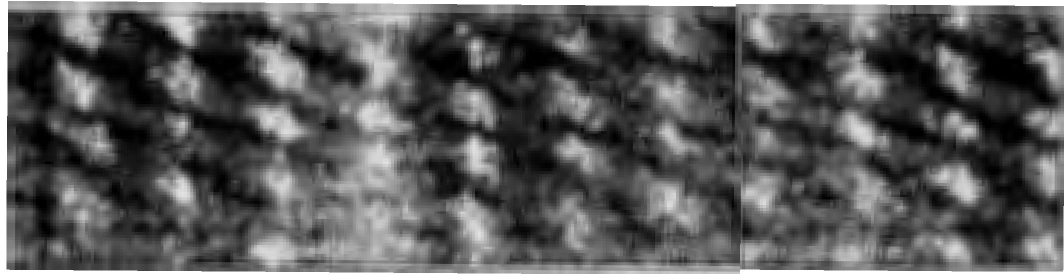
7.2.3.2.4. A Bidder, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A Bidder, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the Bidder alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

HealthFirst is not part of a consolidated agency; therefore, we do not have consolidated statements.

HEALTHFIRST
FAMILY CARE CENTER inc.
841 CENTRAL STREET, FRANKLIN, NH 03235

7.2.3.2.5. If a bidder is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the bidder shall submit as part of its proposal:

HealthFirst is required as a FQHC and a 5013© to do a Federal 133A.



HealthFirst Family Care Center, Inc.

FINANCIAL STATEMENTS

and

REPORTS IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS* AND *THE UNIFORM GUIDANCE*

September 30, 2016 and 2015

With Independent Auditor's Report

INDEPENDENT AUDITOR'S REPORT

Board of Directors
HealthFirst Family Care Center, Inc.

Report on Financial Statements

We have audited the accompanying financial statements of HealthFirst Family Care Center, Inc. (the Organization), which comprise the balance sheets as of September 30, 2016 and 2015, and the related statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Bangor, ME • Portland, ME • Manchester, NH • Charleston, WV
www.berrydunn.com

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of HealthFirst Family Care Center, Inc. as of September 30, 2016 and 2015, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Other Matter

Our audit was conducted for the purposes of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 7, 2017 on our consideration of HealthFirst Family Care Center, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering HealthFirst Family Care Center, Inc.'s internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
February 7, 2017

HEALTHFIRST FAMILY CARE CENTER, INC.

Balance Sheets

September 30, 2016 and 2015

ASSETS

	2016	2015
Current assets		
Cash and cash equivalents	$ **915,383**	$ 461,297
Patient accounts receivable, less allowance for uncollectible accounts of $65,000 in 2016 and $60,000 in 2015	**389,664**	553,581
Grants receivable	**73,697**	121,357
Other current assets	**4,897**	1,647
Total current assets	**1,383,641**	1,137,882
Investment in limited liability company	**16,203**	-
Assets limited as to use	**146,213**	136,375
Property and equipment, net	**1,398,055**	1,471,649
Total assets	$ **2,944,112**	$ 2,745,906

LIABILITIES AND NET ASSETS

	2016	2015
Current liabilities		
Line of credit	$ **23,279**	$ 52,279
Accounts payable and accrued expenses	**114,018**	98,463
Accrued payroll and related expenses	**237,984**	183,324
Deferred revenue	**45,710**	21,529
Current portion of long-term debt	**43,088**	45,442
Total current liabilities	**464,079**	401,037
Long-term debt, less current portion	**1,312,944**	1,356,032
Total liabilities	**1,777,023**	1,757,069
Net assets		
Unrestricted	**1,167,089**	988,837
Total liabilities and net assets	$ **2,944,112**	$ 2,745,906

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

HEALTHFIRST FAMILY CARE CENTER, INC.

Statements of Operations and Changes in Net Assets

Years Ended September 30, 2016 and 2015

	2016	2015
Operating revenue		
Patient service revenue	**$ 3,116,971**	$ 2,979,446
Provision for bad debts	**(360,209)**	(439,124)
Net patient service revenue	**2,756,762**	2,540,322
Grants, contracts and contributions	**1,807,029**	1,597,110
Equity in earnings of limited liability company	**16,203**	-
Other operating revenue	**24,347**	16,264
Total operating revenue	**4,604,341**	4,153,696
Operating expenses		
Salaries and benefits	**2,820,353**	2,602,720
Other operating expenses	**1,476,561**	1,019,980
Depreciation	**76,385**	75,089
Interest expense	**52,790**	61,396
Total operating expenses	**4,426,089**	3,759,185
Excess of revenue over expenses and increase in unrestricted net assets	**178,252**	394,511
Net assets, beginning of year	**988,837**	594,326
Net assets, end of year	**$ 1,167,089**	$ 988,837

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

HEALTHFIRST FAMILY CARE CENTER, INC.

Statements of Cash Flows

Years Ended September 30, 2016 and 2015

	2016	2015
Cash flows from operating activities		
Change in net assets	$ **178,252**	$ 394,511
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	**76,385**	75,089
Equity in earnings of limited liability company	**(16,203)**	-
Provision for bad debts	**360,209**	439,124
(Increase) decrease in the following assets		
Patient accounts receivable	**(196,292)**	(468,315)
Grants receivable	**47,660**	(24,875)
Prepaid expenses	**(3,250)**	6,988
Increase in the following liabilities		
Accounts payable and accrued expenses	**15,555**	15,108
Accrued payroll and related expenses	**54,660**	43,225
Deferred revenue	**24,181**	109
Net cash provided by operating activities	**541,157**	480,964
Cash flows from investing activities		
Capital expenditures	**(2,791)**	(60,177)
Increase in assets limited as to use	**(9,838)**	(9,836)
Net cash used by investing activities	**(12,629)**	(70,013)
Cash flows from financing activities		
Repayments on line of credit	**(29,000)**	(36,001)
Principal payments on long-term debt	**(45,442)**	(36,836)
Net cash used by financing activities	**(74,442)**	(72,837)
Net increase in cash and cash equivalents	**454,086**	338,114
Cash and cash equivalents, beginning of year	**461,297**	123,183
Cash and cash equivalents, end of year	$ **915,383**	$ 461,297
Supplemental cash flow disclosure		
Cash paid for interest	$ **52,790**	$ 61,396

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

Organization

HealthFirst Family Care Center, Inc. (the Organization) is a non-stock, non-profit corporation organized in the State of New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) providing high-quality primary healthcare, treatment, prevention, and education services required by the residents in the Twin Rivers Region of New Hampshire, commensurate with available resources, and coordinating and cooperating with other community and regional healthcare providers to ensure the people of the region the fullest possible range of health services.

1. Summary of Significant Accounting Policies

Use of Estimates

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

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and exclude assets limited as to use.

Allowance for Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing its past history and identification of trends for patient balances for all funding sources in the aggregate. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	2016	2015
Balance, beginning of year	$ 60,000	$ 100,000
Provision	360,209	439,124
Write-offs	(355,209)	(479,124)
Balance, end of year	$ 65,000	$ 60,000

The decrease in the allowance for uncollectible accounts and provision is primarily a result of a decrease in patient accounts receivable balances due to improved collections.

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Investment in Limited Liability Company

The Organization is one of eight partners who each made a capital contribution of $500 to Primary Health Care Partners (PHCP). The purposes of PHCP are: (i) to engage and contract directly with the payers of health care to influence the design and testing of emerging payment methodologies; (ii) to achieve the three part aim of better care for individuals, better health for populations and lower growth in expenditures in connection with both governmental and non-governmental payment systems; (iii) to undertake joint activities to offer access to high quality, cost effective medical, mental health, oral health, home care and other community-based services, based upon the Patient-Centered Medical Home model of primary care delivery, that promote health and well-being by developing and implementing effective clinical and administrative systems in a manner that is aligned with the FQHC model, and to lead collaborative efforts to manage costs and improve the quality of primary care services delivered by health centers operated throughout the state of New Hampshire; and (iv) to engage in any and all lawful activities, including without limitation the negotiation of contracts, agreements and/or arrangements (with payers and other parties). The Organization's investment in PHCP is reported using the equity method and the investment amounted to $16,203 at December 31, 2015, the last reporting period of PHCP.

Assets Limited As To Use

Assets limited as to use consist of cash set aside under loan agreements for repairs and maintenance on the real property collateralizing the loan and assets designated by the Board of Directors.

Property and Equipment

Property and equipment are carried at cost, less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used, and gifts of cash or other assets that must be used to acquire long-lived assets or used to extinguish debt related to long-lived assets, are reported as restricted support. In the absence of explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated, acquired long-lived assets are placed in service, or when gifts of cash are used for the extinguishment of debt related to long-lived assets.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. This program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. The cost of drug replenishments and contracted expenses incurred related to the program are included in other operating expenses.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

Functional Expenses

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

	2016	2015
Program services	**$ 3,706,855**	$ 3,130,981
Administrative and general	**719,234**	628,204
Total	**$ 4,426,089**	$ 3,759,185

Excess of Revenue Over Expenses

The statements of operations reflect the excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through February 7, 2017, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

Effective December 2, 2016, the Organization entered into a purchase and sale agreement with the owner of the Organization's medical office located in Franklin, New Hampshire to purchase the property on or before June 30, 2017.

2. Assets Limited as to Use

Assets limited as to use are as follows:

	2016	2015
U.S. Department of Agriculture Rural Development (Rural Development) loan agreements	**$ 94,200**	$ 84,368
Designated by the governing board for		
Working capital	**40,000**	40,000
Capital acquisition and maintenance	**12,013**	12,007
Total	**$ 146,213**	$ 136,375

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Financial Statements

September 30, 2016 and 2015

3. Property and Equipment

Property and equipment consists of the following:

	2016	2015
Building and improvements	$ 1,684,182	$ 1,684,182
Leasehold improvements	103,276	129,687
Furniture and equipment	309,473	527,194
Total cost	2,096,931	2,341,063
Less accumulated depreciation	698,876	869,414
Property and equipment, net	$ 1,398,055	$ 1,471,649

4. Line of Credit

The Organization has a $300,000 line of credit arrangement with a local bank payable on demand, through March 2017, with interest of 5.5% at September 30, 2016. The Organization may borrow up to a maximum of 75% of accounts receivable. The outstanding balance on the line of credit was $23,279 and $52,279 at September 30, 2016 and 2015, respectively. Borrowings on the line of credit are collateralized by all of the Organization's business assets. The line of credit contains a minimum debt service coverage covenant requirement which was met at September 30, 2016.

5. Long-Term Debt

Long-term debt consists of the following:

	2016	2015
4.125% promissory note payable to Rural Development, through March 2037, paid in monthly installments of $8,186, including interest. The note is collateralized by all tangible property owned by the Organization.	$ 1,356,032	$ 1,401,474
Less current portion	43,088	45,442
Long-term debt, less current portion	$ 1,312,944	$ 1,356,032

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

2017	$ 43,088
2018	44,925
2019	46,813
2020	48,781
2021	50,832

6. Patient Service Revenue

Patient service revenue is as follows:

	2016	2015
Gross charges	**$ 3,989,671**	$ 3,757,905
Less: Contractual adjustments	**(1,128,671)**	(979,123)
Sliding fee scale adjustments	**(129,465)**	(129,009)
Medical patient service revenue	**2,731,535**	2,649,773
340B pharmacy revenue	**385,436**	329,673
Total patient service revenue	**$ 3,116,971**	$ 2,979,446

The Organization has agreements with the Centers for Medicare & Medicaid Services (Medicare) and New Hampshire Medicaid. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through September 30, 2015.

Medicaid and Other Payers

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

The Organization provides care to clients who meet certain criteria without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization's charity care policy was $154,063 and $141,910 for the years ended September 30, 2016 and 2015, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants. Local community support consists of contributions, and United Way and municipal appropriations.

7. Retirement Plan

The Organization has a contributory defined contribution plan covering eligible employees. The Organization contributed $53,779 and $33,364 for the years ended September 30, 2016 and 2015, respectively.

8. Commitments and Contingencies

Medical Malpractice

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of September 30, 2016, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

Leases

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

2017	$ 64,061
2018	65,519
2019	67,007
2020	68,522
2021	70,066
Thereafter	53,437
Total	$ 388,612

Lease expense was $59,514 and $62,815 in 2016 and 2015, respectively.

9. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of gross accounts receivable, by funding source:

	2016	2015
Medicare	27 %	36 %
Medicaid	37 %	40 %
Other	36 %	24 %
Total	100 %	100 %

SUPPLEMENTARY INFORMATION

HEALTHFIRST FAMILY CARE CENTER, INC.

Schedule of Expenditures of Federal Awards

Year Ended September 30, 2016

Federal Grant/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Contract Number	Total Federal Expenditures
United States Department of Health and Human Services			
Direct			
Health Centers Cluster			
Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		$ 218,842
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527		894,988
Total Health Centers Cluster			1,113,830
Pass-Through			
State of New Hampshire Department of Health and Human Services			
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations financed in part by Prevention and Public Health Funds	93.752	102-500731/90080081	7,733
Block Grants for Prevention and Treatment of Substance Abuse	93.959	102-500734/49156501	30,003
Maternal and Child Health Services Block Grant to the States	93.994	102-500731/90080000	17,637
Preventive Health and Health Services Block Grant Funded Solely with Prevention and Public Health Funds (PPHF)	93.758	102-500731/90072003	10,082
Bi-State Primary Care Association			
Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces	93.332	1NAVA150228-01-00	41,600
Total Federal Awards, All Programs			$ 1,220,885

The accompanying notes are an integral part of this schedule.

HEALTHFIRST FAMILY CARE CENTER, INC.

Notes to Schedule of Expenditures of Federal Awards

Year Ended September 30, 2016

1. Basis of Presentation

The schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of HealthFirst Family Care Center, Inc. (the Organization). The information in this schedule is presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of HealthFirst Family Care Center, Inc..

2. Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available. The Organization has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

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

Board of Directors
HealthFirst Family Care Center, Inc.

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of HealthFirst Family Care Center, Inc. (the Organization), which comprise the balance sheet as of September 30, 2016, and the related statements of operations and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 7, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Organization's internal control over financial reporting (internal control) to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Board of Directors
HealthFirst Family Care Center, Inc.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

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

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
February 7, 2017

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR THE MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors
HealthFirst Family Care Center, Inc.

Report on Compliance for the Major Federal Program

We have audited HealthFirst Family Care Center, Inc.'s (the Organization's) compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on its major federal program for the year ended September 30, 2016. The Organization's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the Organization's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

Opinion on the Major Federal Program

In our opinion, HealthFirst Family Care Center, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2016.

Board of Directors
HealthFirst Family Care Center, Inc.

Report on Internal Control Over Compliance

Management of the Organization is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
February 7, 2017

HEALTHFIRST FAMILY CARE CENTER, INC.

Schedule of Findings and Questioned Costs

Year Ended September 30, 2016

1. **Summary of Auditor's Results**

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

Material weakness(es) identified?	☐	Yes	☑	No
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	☐	Yes	☑	None reported
Noncompliance material to financial statements noted?	☐	Yes	☑	No

Federal Awards

Internal control over major programs:

Material weakness(es) identified?	☐	Yes	☑	No
Significant deficiency(ies) identified that are not considered to be material weakness(es)?	☐	Yes	☑	None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	☐	Yes	☑	No

Identification of major programs:

CFDA Number	Name of Federal Program or Cluster
	Health Centers Cluster
93.224	Consolidated Health Centers (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)
93.527	Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program

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

Auditee qualified as low-risk auditee?	☐	Yes	☑	No

2. Financial Statement Findings

None.

3. Federal Award Findings and Questioned Costs

None.

HEALTHFIRST FAMILY CARE CENTER, INC.

Summary Schedule of Prior Audit Findings

Year Ended September 30, 2016

Finding Number: 2015-001

Condition Found

Cash and checks received at the time of the patient visit are forwarded to the billing manager by the front desk staff for reconciliation and are then provided to the accounting assistant to prepare the deposit. Checks received through the mail are forwarded to the accounting assistant by the administrative assistant to prepare the deposit. The deposits are maintained by the chief financial officer (CFO) until the deposit is made. There is currently no independent verification that all cash and checks received were properly deposited. Both the billing manager and accounting assistant have access to adjust patient balances in the billing system.

Recommendation

We recommended the following related to cash and checks received at the time of the patient visit: the billing manager should verify each deposit agrees with his/her reconciliation as a mitigating control for the accounting assistant's and CFO's access to the cash receipts. We also recommended the CFO verify amounts included on the deposits agree with the carbon copy receipt maintained by the front desk at least monthly as a mitigating control to the billing manager's access to the cash receipts. We recommended the following related to checks received through the mail: The administrative assistant should verify that each deposit agrees with his/her log.

Action Taken

The billing manager added a reconciliation signature line to the front-desk daily log sheet for cash receipts. The billing manager now signs off on each front-desk "cash box daily reconciliation sheet", which records patient received cash & checks, to verify that the amounts shown on these sheets match with each bank deposit slip. The billing manger notes on each bank deposit slip by initialing and adding the date when each deposit reconciliation was completed.

The CFO performs random monthly audits of the front-desk receipt books to verify that front-desk records of cash receipts from patients match with deposited amounts.

Status: Corrected

HEALTHFIRST FAMILY CARE CENTER, INC.

Summary Schedule of Prior Audit Findings (Continued)

Year Ended September 30, 2016

Finding Number	2015-002
Condition Found	During our testing of the internal controls over payroll, we noted time sheets for 6 of 22 hourly employees did not have a supervisory signature.
Recommendation	Time sheets for both hourly and salary staff should include supervisory review in accordance with the Organization's policy. Additionally, the CFO should sign and date the payroll reports when received as evidence of review.
Action Taken	A process has been put in place to assure that supervisors/managers are reviewing and signing off on their direct report's time sheets. The administration assistant at each location receives the time sheets for each pay period on the day payroll is processed. They review each of the time sheets to ensure employee and supervisor signatures are executed. If not, they take the time sheet back for the appropriate review and signature. Once they have all been obtained, time sheets are then forwarded for payroll processing. Once completed payroll documents are received by front-desk, they are given to CFO un-opened. CFO opens PayChex package, reviews payroll register and signs front cover that documents have been reviewed.
Status	Corrected

HEALTHFIRST FAMILY CARE CENTER, INC.

Summary Schedule of Prior Audit Findings (Continued)

Year Ended September 30, 2016

Finding Number — 2015-003

Condition Found

During our testing of the internal controls over billing, we noted 6 of 42 encounters were billed at the incorrect rate as a result of a number of different circumstances; 1 of 42 bills did not include a procedure code as the code was inactive in the billing system; and 1 of 2 sliding fee scale adjustments was applied to a patient balance when the sliding fee application had expired.

Recommendation

We recommended the billing manager perform a detailed review of a sample of claims and related patient activity prior to claim submission. We also recommended management stress the importance of timely follow-up on denials to ensure maximum collections on services billed.

Action Taken

The billing department has developed and documented a process for the certified coding specialist that allows for some charges prior to claim submission to be reviewed. The certified coder's process of conducting regular and detailed audits of claims before submission includes the review of proper coding, chart documentation, charges applied and patient information all prior to claim submission. This claims audit process is completed no less than weekly for two or three claims, but not less than ten claims monthly.

Status — Corrected

HEALTHFIRST FAMILY CARE CENTER, INC.

Summary Schedule of Prior Audit Findings (Continued)

Year Ended September 30, 2016

Finding Number — 2015-004

Condition Found

During our testing of journal entries, we noted all journal entries were posted by the CFO. There is currently no supervisory review of the journal entries.

Recommendation

We recommended the accounting assistant be trained to prepare reconciliations and post journal entries and these journal entries be reviewed by the CFO. In the event where a journal entry is posted by the CFO, we recommended the chief executive officer review the entry. We further recommend all journal entries be supported by the underlying documents and reconciliations and the signature and date of the preparer and reviewer.

Action Taken

The finance team was expanded for a part-time data entry position to to create better separation of duties. All posting of journal entries to the general ledger have been pushed down from the CFO to the accounting assistant. The CFO reviews and approves all journal entries by signing an "unposted general ledger transaction report" before any posting of journal entries is done.

Status — Corrected

HEALTHFIRST FAMILY CARE CENTER, INC.

Summary Schedule of Prior Audit Findings (Continued)

Year Ended September 30, 2016

Finding Number	2015-005
Condition Found	During our testing of the board composition, we noted that 5 of 12 members were clients of the Organization which is only 42% client representation, not a majority.
Recommendation	We recommend management continue to actively engage in new member recruitment, with an emphasis on clients of the Organization.
Action Taken	The following outlines the plan that was put into place for recruiting additional client representatives to the board: (1) Identifying potential board members; (2) Soliciting names of appropriate client candidates from HealthFirst Family Care Center staff,via email and staff meetings; (3) Posters about the role of the board and their importance to the center are prominently posted in HealthFirst waiting and public spaces; (4) Informational flyers about the Board of Directors and the need for consumer members are available to clients at check-in; (5) Notices included in mailings sent to all HealthFirst clients asking for their help; and, (6) Asking clients with an interest in serving on the board, to make their interest known to staff, or the Board Nominating Committee Chairperson. As a result of the efforts outlined above, the Organization was able to recruit enough additional clients as board members to exceed the majority requirement.
Status	Corrected

HEALTHFIRST FAMILY CARE CENTER, INC.

Summary Schedule of Prior Audit Findings (Concluded)

Year Ended September 30, 2016

Finding Number: 2015-006

Condition Found

During our testing of the Federal Financial Report (FFR), we noted that the FFR was originally filed with amounts reported in the section that is to be completed when the grant has a match component. Program income was also reported however the FFR did not report the full amount of program income for the budget period. The FFR filing was rejected and a revised filing was completed with program income removed from the report. The Program does not have a match component and therefore the section should not have been completed. The Program required reporting of program income which was omitted.

Recommendation

We recommend a revised FFR be filed as soon as possible.

Action Taken

A revised FFR reporting the correct amount of program income for the budget period was submitted on 1/12/2016.

Status: Corrected

HEALTH FIRST FAMILY CARE CENTER, INC.
Board of Directors Listing

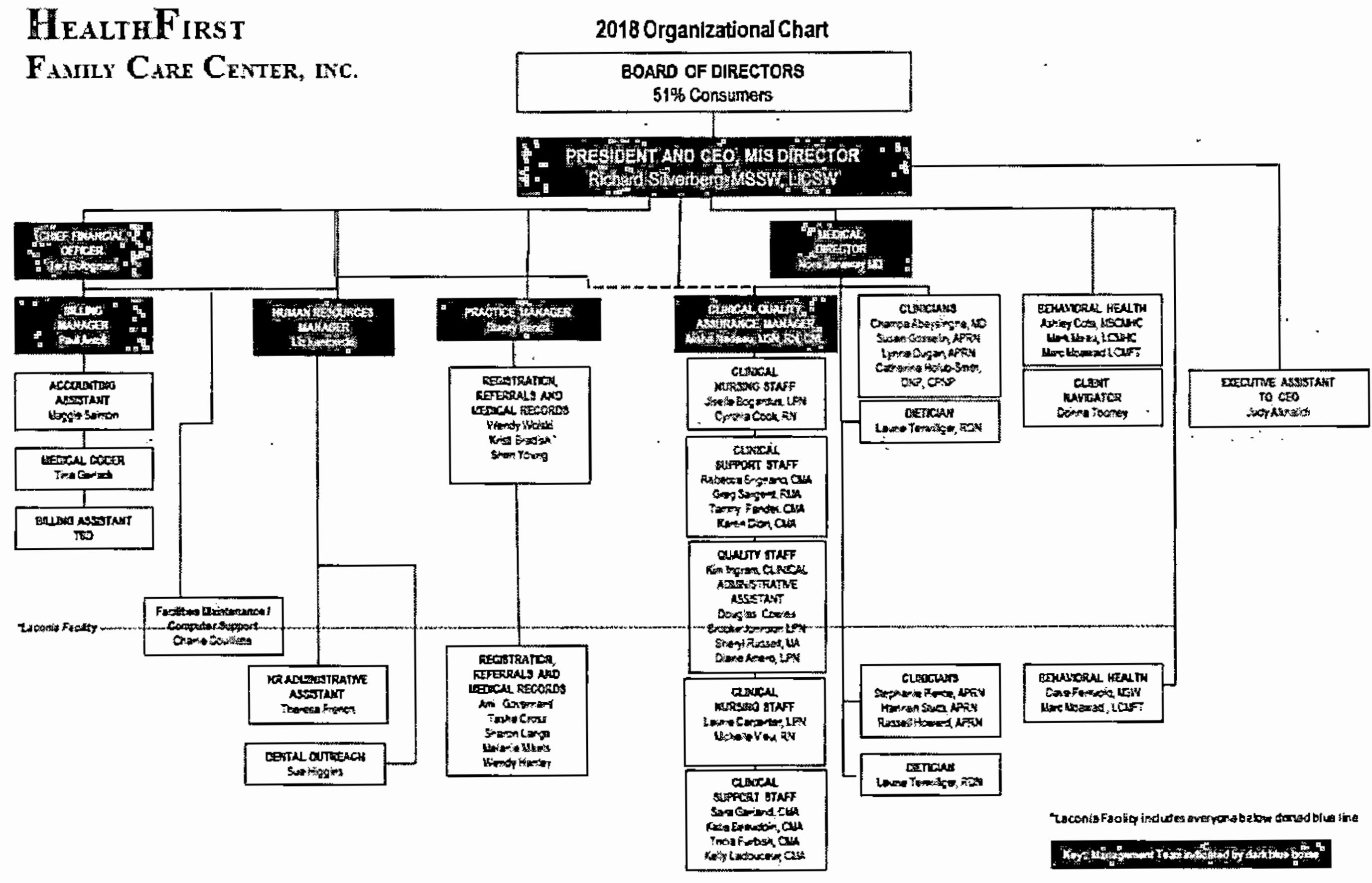
Last	First	Title	Classification	Residential Address	Mailing Address	City	State	Zip	Tel One
Burns	Scott	Director	Community Representativ						
Cirincione	Elizabeth	prospective member	Client Representative						
Davis	Robert	prospective member	Client Representative						
Donovan	Kevin	Director	Agency Representative						
Gagnon	Sarah	Director	Agency Representative						
Lennon	Michelle	Director	Community Representati						
Merriman	Christine	Director	Agency Representative						
Normandin	Barbara	Executive Director	Agency Representative						
Purslow	William	Secretary/Treasurer	Community Representativ						
St. Jacques, Sr.	Robert	Director	Client Representative						
Stanley	Michael	Vice Chair	Client Representative						
Wells	James	Chair	Client Representative						
Wnuk	Susan	Director	Agency Representative						

Additional new BOD Member to be named

HEALTHFIRST
FAMILY CARE CENTER inc.

7.2.2.7. Each Bidder shall submit an organizational chart and a staffing plan for the program. For persons currently on staff with the Bidder, the Bidder shall provide names, title, qualifications and resumes. For staff to be hired, the Bidder shall describe the hiring process and the qualifications for the position and the job description. The State reserves the right to accept or reject dedicated staff individuals.

ORGANIZATIONAL CHART:



HealthFirst
Family Care Center inc.

Richard D. Silverberg MSSW, LICSW

SKILLS

MANAGEMENT AND ADMINISTRATION
- Directed integrated health and human services, public health network
- Served as President and Chief Executive Officer of a start-up Federally-Qualified Health Center (FQHC)
- Managed nine departments with a combined staff of 75 and budget of $5 million
- Administered direct service programs for adults and children
- Directed consultation, education and Employee Assistance Programs
- Led major program reorganization and systems change efforts
- Wrote proposals and administered grant funded programs
- Recruited, trained and supervised diverse professional staff, students and volunteers
- Prepared budgets and administered financial/service contract compliance for positive bottom line
- Worked with diverse funding, Medicaid, Medicare, HMO, self-pay, and capitated contracts, cost-based

PROGRAM PLANNING AND DEVELOPMENT
- Established interdisciplinary teams of professionals to provide comprehensive services
- Conducted all-inclusive, citizen participatory regional planning processes
- Designed and administered community consultation, education and training programs
- Worked with community groups, schools, agencies, businesses and industries to assess needs and develop contracts for consultation and training services
- Designed and developed community housing continuum (150 beds)
- Created primary healthcare and prevention programs in the community
- Developed and marketed Managed Care and Employee Assistance Programs
- Organized multi-agency consortia and affiliate networks to streamline service delivery

DIRECT SERVICE
- Initiated group services which utilized adaptive Outward Bound adventure challenge techniques
- Delivered direct community needs assessment, education, consultation and training
- Carried caseload for individual, family and group treatment, and provided crises intervention services
- Planned and instituted conferences and community prevention programs

TECHNICAL SKILLS
- Facilitated planning and all aspects of site selection and design considerations for specified clinical usage
- Drafted and reviewed proposals and bid packages, and negotiated contracts for construction
- Demonstrated knowledge of building, life, safety, licensing and Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) requirements
- Managed fixed assets including buildings, vehicles and computers
- Operated computer systems with expertise including Windows, Macintosh, networks, spreadsheets, relational databases and websites
- Designed and developed networked computerized clinical database systems Electronic Health Record (HER)

OTHER

Married with two grown children, hiker, camper, canoer, cross-country skier, snowshoer, woodworker, home builder, volunteer stage settings designer and builder with local theatre groups, outdoor leadership instructor

(Richard D. Silverberg MSSW, LICSW cont'd.)

SUMMARY

Forty two years of management and direct experience with agencies, organizations, businesses, community systems, networks, groups and individuals. Outstanding skills in community systems analysis, program planning and new start-ups linking innovative human and technological solutions

EXPERIENCE

1995-Present HealthFirst Family Care Center/Caring Community Network of the Twin Rivers, Franklin, NH
President and CEO, HealthFirst Family Care Center (FQHC)
Managing Director, Caring Community Network of the Twin Rivers

1994-Present	Synergy Works Consulting Principal
1979-1994 (1987-1994) (1979-1987)	Central New Hampshire Community Mental Health, Concord, NH Vice-President, Planning, Program Development and Community Support Director, Community Housing, Consultation and Education, EAPs
1978-1979	Consortium for Youth of South Central Connecticut, New Haven, CT Community Systems Developer
1975-1978	Human Services and Resources Center, West Haven, CT Community Based Social Worker
1979-Present	Appalachian Mountain Club Director, Winter/Spring Mountain Safety Leadership Schools for New Hampshire Chapter

TEACHING EXPERIENCE

1994-2007	University of New Hampshire, Graduate School of Social Work Instructor, Social Welfare Policy, Community Organization, and SW Management
1994-Present Field Instructor	University of New Hampshire, Graduate School of Social Work
1977-1993 University	University of Connecticut, University of New England, Plymouth State College, Boston Field Supervisor and Guest Lecturer to graduate social work students

EDUCATION

BS, 1974, Major Biology and Social Work, University of Wisconsin, Madison
MSSW, 1975, Master of Science and Social Work, University of Wisconsin, Madison

MEMBERSHIPS/CERTIFICATIONS

National Association of Social Workers (NASW), Certified since 1978, LICSW, 1993
Appalachian Mountain Club, New Hampshire Chapter

COMMUNITY BOARDS

2015-Present	Community Health Services Network (Integrated Delivery Network Region 5), Treasurer
1995-Present	Caring Community Network of the Twin Rivers

(Richard D. Silverberg MSSW, LICSW cont'd.)

1997-Present	Community Health Access Network (CHAN), Chair of Board
1999-Present	Bi-State Primary Care Association
2002-Present	Winnipesaukee River Trails Association, Chair of Board
2013-Present	Winnipesaukee Public Health Council, Chair of Board
2009-Present	New Hampshire Children in Nature Coalition, Chair of Board

HealthFirst
Family Care Center inc.

Ted Bolognani

Professional Summary

- Solid background in senior management with strong emphasis in finance, budget, financial planning & forecasting, GL fund accounting, audit, benefit & risk insurance and technology implementation.
- Proven record of building strong operational & financial support systems for tuition based academic programs and federally funded grant programs.
- Strong knowledge of federal rules & regulations including OMB circulars, CDC, USAID and FAR & FASB compliance issues as well as A-133 audit requirements.
- Skilled in developing and implementing standardized operating policies and procedures for all aspects of administration, accounting, grants & sub-awarding as well as overseas financial operations.
- Over 10 years experience working internationally in Africa, Asia & Eastern Europe.

Experience
Health First Family Care Center & Caring Community Network of Twin Rivers (CCNTR)
Job Title: **Chief Financial Officer** **2011 - Present**

- Responsibility for the integrity of the financial records and monitoring the daily business operations; duties include maintenance of the general ledger, accounts payable, accounts receivable, payroll and fixed assets.
- Prepare trial balance and financial statements and reports to the Board of Directors on the financial condition of the Center.
- Provide financial analysis data to CEO and monitors the annual budget and grants. The CFO tracks, bills and prepares the financial reporting on each of the grants.
- Develop policy & procedures for improving grant management & accounting operations.

World Learning **2008 - 2011**
Job Title: **Director of Finance**

- Direct a team of analyst; lead organization wide process such as budget development ($120M annual, $60M federal grant), financial planning, quantitative analysis, multi-year forecasting and business & reporting systems.
- Develop policy & procedures for improving company administrative & accounting operations and international project management.
- Manage treasury operations, international banking, foreign exchange hedging and investment portfolio.
- Oversight on federal indirect cost control issues, granting & contracting processes and project compliance.
- Liaise with Board & business partners on investment, budget and reporting.
- Manage implementation of process improvements and tech systems include budget & reporting software, field accounting, HR & payroll information systems and web based technology for management data.

(Ted Bolognani resume cont'd.)

The American Youth Foundation
Job Title: **Director of Finance** **2005 - 2008**

- Directed the student registrar office, accounting, human resources, audit, risk insurance and administrative functions for 3 locations (MO, MI & NH).
- Directed the information technology (IT) services for company's 3 office network, including installation of new email and communication systems and moving financial systems to web platform & Citrix desktop.
- As senior management, participated in strategic planning, policy formation and major decision making with CEO & Board of Directors.
- Served foundations Board on all financial, audit & investment matters.

Institute for Sustainable Communities **2003-2005**
Job Title: Director of Finance & International Operations

- Directed administration, HR, finance & business services for headquarters and 10 country offices.
- Managed A-133 audits and responsible to insure USAID & OMB rules/regulation compliance on projects.
- Developed and implemented cost allocation plans, policies and procedures for overseas operations insuring approval of USAID indirect cost rate (NICRA).
- Directed international finance staff in country offices to insure compliance on USAID sub-award programs.
- Implemented a new ERP & accounting system for headquarters and provided overseas training
- Lead financial person for agency, presented financial statements to Board, audit committee & donors.

Global Health Council **1998 - 2003**
Job Title: **Finance Director**

- Directed agency functions & policy for facilities, accounting, human resources & information technology.
- Directed grant & contract reporting & compliance on federal & privately funded projects and programs. Developed agencies first indirect cost allocation plan and negotiated indirect cost rate with USAID.
- Implemented new fund accounting package (Blackbaud).
- Directly managed employee benefit programs, including 403(b) pension, health, dental & life insurances.
- Provided oversight on hiring & firing decisions, payroll and employee evaluations, pay-raise & merit award system and welfare matters.
- Oversaw development and directed agencies IT systems & web-site implementation, includes VOIP system using dedicated PTP, administer the VPN frame relay, provided direct PC & LAN/WAN hardware support for WinNT/2000 servers, MS BackOffice & Exchange Server.

Southeastern Vermont Community Action **1993 - 1998**
Job Title: **Director of Finance**

- Directed all administrative, personnel, IT & financial management functions.
- Primary liaison to Board of Directors, funders and public donors on financial matters.

(Ted Bolognani resume cont'd.)

- Directed agency accounting, grant reporting, Medicaid & Medicare billing, and federal & state compliance program.
- Directed grant reporting & compliance on federal, state & privately funded projects and programs.
- Managed HR systems, employee benefits, insurance and 403(b) pension plan.

CARE, International Development Agency **1988 - 1993**
Job Title: **Deputy Country Director, Administration and Finance – Uganda**

- Directed HR, IT and accounting/financial functions for country-wide operations. Took lead in agency planning and major grant, contract & business negotiations

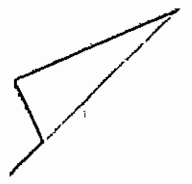
- Directed grant reporting & compliance on federal, state & privately funded projects.
- Developed training programs in HR, procurement, inventory control, planning & budgeting to comply with federal funding requirements.

Job Title: Controller   CARE Emergency Relief Office in Mogadishu - Somalia

- Supervise Accounting, HR and IT systems & Administrative staff for relief operations in 4 major refugee camps throughout Somalia.
- Prepared and audited monthly financial documents for reporting to headquarter on an annual budget of US 78.9 million. Managed all balance sheet & income statement accounts

Education:

- Masters of International Administration, World Learning's School for International Training
- B.S. Business Administration, University of Vermont



Elizabeth Kantowski

Health First Family Care Center
March 2002 – Present - Administrative Services/Human Resources Manager
Staff recruitment; benefit enrollment; advise staff on personnel issues; physician credentialing; prepare supporting grant application and report documents; administer the School Based Oral Health Program; coordinate administrative support to executive director and staff of two non-profit organizations; attend Board of Director meetings and record minutes; supervision of one staff member.

MacNeill Worldwide, Inc., ISO 9001 – October 1996 to November 2001
Human Resources Manager
Responsible for staffing recruitment and selection; advising staff of human resource policies and state and federal employment laws; creating and conducting new staff orientation; conducting and arranging staff training; managing department budget; monthly staffing reports; payroll and benefit programs; worker compensation; conflict resolution; safety committee member; staff morale programs; supervision of one staff member.

Nickerson Assembly – September 1994 to August 1996
Human Resources Manager/Administrative Assistant to President
Staffing recruitment and selection; payroll preparation; ISO implementation team; benefits administration, safety committee chair; newsletter editor; administered and interpreted the Benzinger Thinking Styles Assessment, supervision of one staff member.

Sunny Knoll Retirement Home – May 1993 to February 1994
Office Manager
Responsible for accounts payable, receivable and payroll; Home administrator on a rotating basis for off hours and weekends.

HomeBank – December 1991 to May 1993
Administrative Assistant to Assets Manager – Bank closed by RTC

Catholic Medical Center – September 1991 to December 1991
Per Diem Human Resources Assistant

Education/Training/Membership
- Notre Dame College – 128 credits
- Human Resources Internship – Catholic Medical Center
- Dynamic Leadership – Effective Personal Productivity
- Dale Carnegie – Public Speaking and Human Relations
- Society for Human Resources Management
- Certified Human Resource Professional, 2000-2004

References will be provided upon request

HealthFirst
Family Care Center inc.

Alisha Nadeau

EDUCATION

UNIVERSITY OF NEW HAMPSHIRE — Durham, NH
MS in Nursing, Concentration in Clinical Nurse Leadership — August 2015

THE PENNSYLVANIA STATE UNIVERSITY — University Park, PA
BS in Biology — December 2004

(Alisha Nadeau resume cont'd.)

LICENSURE & CERTIFICATIONS

- RN Licensure, New Hampshire — Expires November 2018
- Clinical Nurse Leader Certification — Expires November 2020
- Basic Life Support for Healthcare Providers, AHA — Expires March 2018

PROFESSIONAL EXPERIENCE

HealthFirst Family Care Center — Franklin, NH
Director of Clinical Services — **May 2017 – Present**

- Assume overall operational responsibility for Clinical and Quality Departments
- Supervise, train, and evaluate staff in the Clinical and Quality Departments
- In conjunction with the CMO and CEO, develop strategies and best practices for quality improvement in support of strategic goals, clinical operations, and clinical programs
- Facilitate the implementation of new programs and procedures resulting from grants and/or changes to federal and state requirements
- Oversee the development and maintenance of written policies and procedures to guide daily operations of the Clinical and Quality Departments and maintain efficient patient flow
- Facilitate in creating and maintaining care management systems to identify and track patients requiring chronic disease care management and high utilizers of healthcare systems
- Manage training of staff regarding any changes in policies and procedures resulting from QI initiatives
- Support QI initiatives related to clinical indicators, productivity, patient satisfaction, and customer service based on data trends and identified opportunities
- Oversee insurance carrier incentive programs and aim to increase incentive payments
- Research and implement evidence-based practices in collaboration with clinical staff
- Ensures licensed staff work within their scope of practice
- Provide training and expertise of Centricity EMR documentation
- Submit quarterly and annual performance measures to Board of Directors, state and federal agencies

HealthFirst Family Care Center — Franklin, NH
Clinical Quality Assurance Manager — **July 2015 – May 2017**

- Responsible for overall quality assurance and quality improvement program
- Plan and implement chronic care activities
- Develop and implement Electronic Patient Registries

- Improve client self-management goals
- Facilitate project planning and implementation
- Gather and analyze quality assurance data
- Develop quality measures
- Help agency achieve NCQA, PCMH, and Meaningful Use certifications
- Provide consultation and technical assistance to staff
- Train personnel

NH Public Health Laboratories Concord, NH
Laboratory Scientist III, Molecular Diagnostics Unit **April 2008 – January 2014**

- Performed daily complex molecular testing on human, animal and environmental specimens
- Interpreted and reported the results to healthcare and public health professionals
- Performed Pulsed Field Gel Electrophoresis to identify and track foodborne outbreaks of infectious organisms
- Experience in DNA and RNA purification, gel electrophoresis, PCR, spectrophotometer, and sequencing
- Researched and investigated scientific methodologies to advance and expand existing laboratory methods
- Developed, validated, and implemented new standard operating procedures
- Experience with grant preparation and progress reports, budget construction and management
- Trained personnel on laboratory procedures and analytical techniques
- Oversaw inventory of supplies, reagents, and instruments
- Member of the Quality Assurance & Quality Control Committee and Safety Committee

Rite Aid Pharmacy Manchester, NH
Pharmacy Technician **February 2009 – October 2012**

- Provided a safe and clean pharmacy by complying with procedures, rules, and regulations
- Maintained records by recording and filing physicians' orders and prescriptions
- Protected patients and employees by adhering to infection-control policies and protocols
- Oversaw inventory of pharmacy medications, supplies, and reagents
- Provided quality customer service to patients and other healthcare providers
- Expanded knowledge and understanding of medication risks and benefits

Repromedix Woburn, MA
Senior Medical Laboratory Technologist **March 2005 – March 2008**

- Performed daily intricate molecular testing on plasma, serum, semen, and blood for infertility determination
- Experience in DNA purification, gel electrophoresis, PCR, spectrophotometer, and the Luminex 100
- Researched, developed, validated, and implemented new scientific proceduresto expand clinical testing capabilities
- Performed quality control analysis on outgoing test results
- Evaluated and reported experimental analysis and outcomes to regulating agencies
- Supervised various tests and problem solved their deviations
- Trained new employees on laboratory procedures and analytical techniques
- Managed 10 laboratory technologists during the absence of the Laboratory Supervisor

PROFESSIONAL ORGANIZATIONS

- Member, American Nurses Association March 2015 – Present
- Member, Sigma Theta Tau Honorary Society of Nursing March 2015 – Present
- Member, Alpha Epsilon Delta Honorary Society March 2003 – Present
- Member, Sigma Sigma Sigma Sorority April 2001 – Present

PUBLICATIONS

- Cavallo, S.J., Daly, E.R., Seiferth, J., Nadeau, A.M., Mahoney, J., Finnigan, J., Wikoff, P. (2015). Human Outbreak of Salmonella Typhimurium Associated with Exposure to Locally-made Chicken Jerky Pet

- Treats, New Hampshire, 2013. Foodborne Pathogens and Disease, 12(5).
  Daly, E.R., Smith, C.M., Wikoff, P., Seiferth, J., Finnigan, J., Nadeau, A.M., Welch, J.J. (2010). Salmonella Enteritidis Infections Associated with a Contaminated Immersion Blender, New Hampshire, 2009. Foodborne Pathogens and Disease, 7(9), 1083-1088.

HealthFirst
Family Care Center inc.

Stacey Benoit

PROFESSIONAL SUMMARY

Dedicated Practice Manager for 24 years combining experience in management and patient service experience in the healthcare setting. I am driven by providing exceptional service to patients and their families.

SKILLS
- Active Listening
- Judgement and Decision Making
- Social Perceptiveness
- Critical Thinking
- Service Orientation
- Learning Strategies
- Financial Management
- Coordination
- Troubleshooting
- Communication
- Project Management

EXPERIENCE

Practice Manager HealthFirst Family Care Center **Oct. 2017- current**

- Coordinate and facilitate team and provider meetings, and special events.
- Compose, type and distribute meeting notes, routine correspondence, reports, such as presentations, statistical or monthly reports.
- Review work to ensure quality material and information is in place and that company policies are followed.
- Manage projects as determined by the CEO.
- Develop training and onboarding tools to assist staff with meeting performance expectations.
- Maintain provider schedules and ensure productivity goals are met. Discuss issues or ideas with CEO.

(Stacey Benoit resume cont'd.)
- Recruit, hire and onboard new administrative staff as needed.
- Ensure customer service standards are met and address customer complaints promptly.
- Attend monthly management team meetings.

Practice Manager Concord Orthopaedics **Jan. 1994 - Oct. 2017**
- Perform payroll functions, such as maintaining timekeeping information and processing and submitting payroll.
- Recruit, hire and onboard staff for clinical, patient services, radiology and leadership positions.
- Project Manager for the Patient Experience Committee, includes marketing efforts for new services lines.
- Use various computer applications, such as Microsoft programs, PowerPoint, Word & Excel, electronic health records and practice management software.
- Set up and manage paper and electronic filing systems, updating paperwork, or maintaining documents, such as credentialing, business associate agreements and other correspondences.

- Operate office equipment, such as fax machines, copiers and phone systems and arrange for repairs and upgrades as needed.
- Maintain and oversee schedules for 39 Providers. Ensuring patients have appropriate access to care.
- Responsible for efficient and cost effective planning of all patient care, clinical and radiology staff.
- Coordinate and facilitate team meetings, and special events, such as "luncheon learns".
- Compose, type and distribute meeting notes, routine correspondence, reports, such as presentations, statistical or monthly reports.
- Review work to ensure quality material is in place and that company policies are followed.
- Manage projects as determined by the Practice Administrator or CEO.
- Work with Leadership to develop training and onboarding tools to assist staff with meeting performance expectations.
- Oversee and ensure corporate compliance with Meaningful Use and Clinical Quality Compliance programs.

Chiropractic Assistant Interlakes Chiropractic Center **June 1991- Dec 1994**

- Answer telephones and give information to callers, take messages, or transfer calls to appropriate individuals.
- Collect co-payments and enter money into accounts, daily balancing of funds collected, prepare bank deposits.
- Assist patients with financial counseling process when appropriate.
- Create, maintain, and entered patient demographics and insurance information into databases.
- Set up and manage paper or electronic filing systems, recording information, updating paperwork or maintaining documents, such as patient progress notes, correspondence, or other material.
- Operate office equipment, such as fax machines, copiers and phones systems.
- Greet visitors or callers and handle their inquiries or direct them to the appropriate person for assistance.
- Maintain physician's schedules.
- Schedule and confirm appointments for patients.
- Make copies of correspondence or other printed material.
- Maintain patient health record information according to office policy.
- Prepare patients for their appointment with the physician, such as, collect chief complaint, change attire, apply modalities as appropriate.
- Provided patient education material as directed by the physician.
- Other duties as assigned.

EDUCATION

Associates of Applied Science: Business Management **June 1991**
Lakes Region Community College - Laconia, NH

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Diane Amero, LPN

Education

1982 – Diploma Practical Nursing, NHVTC – Berlin
1978 – Diploma Berlin Senior High School – Berlin

Honors

1981-1982 – Dean's List for three (3) consecutive semesters while attending NHVTC – Berlin

Employment

2002 – Present Health First Family Care Center, Franklin, NH

Work with family practice physician. Set-up exam rooms, organize flow of patients, clean exam room and instruments. Maintain clinical tracking for client services, including follow-up, acute care, chronic disease, preventative cxare. Assist the medical provider with procedures and services as a chaperone. ,aomtaom amd record client information in electronical medical records, ptain and assess client medical history, perform on site law work and phlebotomy for off-site laboratory work as well as blood pressures, weights and other routine procedures. Replenish supplies and order

1996 – 2002 Coos County Family Health Services, Berlin, NH

1992 – 1996 Coos County Nursing Home, Berlin, NH

1986 – 1992 Gorham Medical Center, Gorham, NH

SUSAN R. GOSSELIN RN, MSN, FNP-C

EDUCATION

2009-2011 ***REGIS COLLEGE,*** *Weston, MA*
Family Nurse Practitioner

1991- 1992 ***UNIVERISTY OF VIRGINIA,*** *Charlottesville, VA*
Master of Science in Nursing. Focus: Pediatric Oncology
Clinical Rotation at Boston Children's Hospital (7 West and BMT Unit)

1984-1988 ***ST JOSEPH'S COLLEGE,*** *Standish, ME*
Bachelor's Degree in Nursing

PROFESSIONAL EXPERIENCE

10/2011- Present: *ELLIOT HOSPITAL – PEDIATRICS AND PRIMARY CARE, HOOKSETT, NH*

Certified Family Nurse Practitioner (AANP-certified)

- Accurately manage and diagnose children and families with acute Medical problems throughout the practice.
- Manage female clients across the age continuum providing quality care throughout their lifecycle with evidence based care.
- Collaborate with EPN physicians and the 3 Primary care physicians in the practice to provide the highest quality of health care to the clients we serve (over 5500 patients in this practice)
- Improve the holistic are provided for all age groups – improve advanced directive compliance and respect patient wishes at the end of life
- Improve the cost effectiveness in the practice by improving patient outcomes, increase visits throughput by developing efficient access for patients in a timely fashion.
- Collaborating and counseling patients with chronic, long term diseases, who have a noncompliant history to improve overall health and improve their lives and understanding of their disease and establish and open door policy and improve the rapport of a support person in the practice different than the PCP
- To establish a role as a respected team member among the physician population and my respected support staff and be recognized as a patient advocate and a valuable member of the entire team across all employee types.
- Perform multiple hands-on skills such as basic suturing, joint injections, skin biopsies, removal of sebaceous cysts and I&D procedures increasing hospital revenue

Curriculum Vitae

Name: Eleanor A. (Nora) Janeway, M.D., M.Ed.
Ac
Ph

Education:
1983 B.A. Yale University, New Haven, CT
1986 M.Ed. Lesley College, Cambridge, MA
1993 M.D. University of California San Francisco School of Medicine

Postdoctoral Training, Residency:
1993-1996 Resident, Cambridge Hospital, Cambridge, MA
1996-1997 Chief Resident, Cambridge Hospital, Cambridge, MA

Primary-Care Internist, Community Health Centers, Cambridge
1994-1995 Internist, shelter for homeless patients with substance-use disorders
1994-present Windsor St. Health Center, immigrant and low-income patients

Hospital Appointments:
1996-present Attending Physician, Cambridge Health Alliance

Academic Appointments:
1993-1996 Clinical Fellow in Medicine, Harvard Medical School
1996-present Clinical Instructor in Medicine, Harvard Medical School

Teaching, Supervisory and other work experience:
1985-1987 Classroom Teacher, Boston Public Schools, Grades 7/8
1987-1988 Worked in methadone program and as Hospice CNA
1996-present Taught and supervised Internal Medicine Residents
2004-2017 Taught Harvard Medical Students in clinical medicine
2015-present Clinical site director, CHA Residency Program, Windsor St.

Licensure, Certification and membership:
08/20/17-08/20/19 Massachusetts Medical License Registration
04/13/16-04/13/26 American Board of Internal Medicine Recertification
08/24/17 enrolled, American Society of Addiction Medicine certification program
10/12/2017 Buprenorphine waiver for treatment of opioid addiction

Languages spoken:
Spanish, Bengali, Hindi.

Clinical Interests:
Care of patients with chronic psychiatric illness and dual-diagnosis patients, Addiction Medicine, primary care in medically-underserved areas.

SHERYL RUSSELL

WORK EXPERIENCE

HEALTHFIRST FAMILY CARE CENTER, FRANKLIN, NH

Quality Assurance Assistant/ BCCP Coordinator, Dec 2007 – Present

- Work closely with clinical staff in the agency to assist in the continuation of coordinated chronic disease care management and clinical quality assurance programs for all clients of Health First Family Care Center to help improve patient-centered care and outcomes.
- Assist in assuring that the team members are planning and implementing chronic care activities in a coordinated fashion according to best practices from national and local programs to help improve client self-management goals.
- Assist the agency with achieving and maintaining NCQA, Medical Home and Meaningful Use certifications through data collection and follow-up.
- BCCP: Navigating women without insurance, under insured, or have high deductibles for Breast and Cervical cancer screenings, diagnostics and treatment.
- Provide support to Insured and uninsured Men and Women age 50 + for colorectal screenings
- Community Health Worker: Managing insured women ages 21-74 for breast and cervical cancer screenings.
- Navigate patients through barriers that prevent them from following through with screening's.
- Contact and schedule patient's for screenings.

Men's and Children's Clothing Buyer, Mar 1990 – Aug 2002

- Attend fashion shows to gather information about fashion trends and consumer preferences.
- Maintain records of business transactions and product inventories, reporting data to companies or government agencies as necessary.
- Interview and hire staff, and oversee staff training.
- Maintain records of goods ordered and received.
- Develop and implement purchasing and contract management instructions, policies, and procedures.
- Resolve vendor or contractor grievances, and claims against suppliers.
- Resolve customer complaints regarding sales and service.
- Opening and closing of store
- Complete management of finances for managed departments

Bar/Restaurant Manager, Nov 1983 – Sep 1989

- Greet patrons
- Train staff members.
- Observe and monitor staff performance to ensure efficient operations and adherence to facility's policies and procedures.
- Interview and hire applicants.
- Prepare required paperwork pertaining to Restaurant functions.
- Assign duties to workers, and schedule shifts.
- Purchase supplies, and arrange for outside services, such as deliveries, laundry, maintenance and repair, and trash collection.
- Answer inquiries pertaining to policies and services, and resolve complaints.
- Inspect public areas, and grounds for cleanliness and appearance.

EDUCATION

SOUTHERN NH UNIVERSITY, MANCHESTER, NH

Business Administration w/concentration in Healthcare Management Candidate, Expected graduation, Jan 2019

HESSER, CONOCRD, NH

Medical Assistant, Dec 2005

MERRIMACK VALLEY HIGH SCHOOL, PENACOOK, NH

ADDITIONAL SKILLS

- BLS and AED certified, EMT, Proficient in Centricity, Microsoft 365

Tammy Fandel

Seeking a Medical Assistant position in an outpatient environment where I can contribute my clinical and administrative skills.

Education: Medical Assisting Diploma — 2010
Hesser College-Concord, NH

Externship-Riverfront Medical Group-Tilton, NH — 2010

- Obtained patients vital signs, Vision, Peakflow, EKG
- Administered vaccines and documented for state compliance
- Performed UA, and urine drug tests
- Performed venipuncture/capillary puncture, microbiological testing including, Mono, Strep A1c, Hgb, and Hcg
- Charted patient data using EMR software, prescription refills
- Scheduled patients appointments for office visits and other procedures
- Managed patients payments for services rendered

Certifications/Memberships:

Member of the American Association of Medical Assistants
CPR and First Aid Certified
CERT Training

Employment:

Head Start Program–Laconia, Concord, Franklin, Pittsfield NH — 2011-present
<u>Substitute Teacher</u>

- Working with infant and pre-school aged children
- Followed rules and practices of the program
- Facilitated curriculum
- Interactive learning

Orthopedic Professional Association –Gilford NH
<u>Medical Records Assistant</u> — 2011

- Organized and filed patients medical records
- Use of Docstar and Allscrips software
- Communicated with doctors and nurses regarding patient charts
- Followed Hippa protocol

The Boys and Girls Club of the Lakes Region – Laconia NH — 2008-2010
<u>Youth Counselor</u>

- Scheduling daily activities for children ages 6-18
- Homework club for school age children ages 6-13
- Youth self esteem program for teenage girls
- Progress Monitoring

- Money Matters Program

Laconia School District- Laconia NH

Substitute Teacher 2006-2009

- Implementing curriculum and all aspects of class work and daily scheduled school activities
- Corresponding with children, parents, and school officials on a daily basis
- Effectively applying methodology and enforces project standards

Lakes Region Community Council Services-Tilton, NH 2003-2006

Direct Support Professional

- Assisting individuals with job and volunteer work
- Certified to administer medication
- Monitored and documented all medication as well as keeping accurate records of controlled medication
- Documented daily progress notes
- Communicated on a daily and weekly basis with home providers, caseworkers, doctors and affiliates
- Correlated yearly service agreements

Volunteer Experience:

The Carey House Homeless Shelter –Laconia NH 2010-2011

Homeless Advocate

- Working with homeless adults to complete the application process for food, medical and housing assistance as well as Social Security and Service Link
- Implemented supplies drive for household items needed at the homeless shelter
- Filed and documented data
- Answered and transferred calls
- Assigned chores
- Intake and checkout process
- Assisted with drug and alcohol screening
- Facilitated meetings with city and state welfare representatives

Professional and personal references are available upon request.

Wendy E. Hanley

OBJECTIVE: Seeking a position where I can use my management and customer relation skills to make a positive contribution to the organization

SUMMARY OF BACKGROUND:

- Over 20 years experience in working with the public
  - Four years in restaurant management
  - Excellent communication skills
  - Proven ability to handle multiple, competing priorities in an effective manner
  - Ability to maintain highest level of confidentiality

EXPERIENCE:

11/04/2013 – Present **<u>HealthFirst Family Care Center, Laconia, NH</u>**
Medical Records Coordinator
- Process Medical Records Releases
- Track In-Coming and Out-going Medical Records
- Daily scanning and docu-tracking of lab, imaging, hospital reports, new patient records, etc.

2010 – 2016 **Christmas Island Restaurant, Laconia, NH**
Owner/Operator
- Restored profitability to Christmas Island Restaurant
- Manages restaurant operations in terms of staffing, scheduling and payroll
- Negotiates terms with vendors/suppliers
- Ensures provisions of services in terms of order accuracy and time management
- Manages inventory and stocks and supplies
- Manages customer complaints and queries

2006 To 2010 **Metrocast, Belmont, NH**
Customer Service Representative
- Worked with CSG, RIO and BBX Software
- Software programs used to trouble shoot and maintain customer profiles
- Net2phone – Order entry for digital phone
- Created a training program for new employees

2003 to 2006 **Linex of NH, Belmont, NH**
Sales/Marketing
- Marketed Linex Product line to auto dealership
- Answered telephone and scheduled appointments

EDUCATION:

Employer sponsored workshops include:
Medical Terminology, Biology, Chemistry, Phlebotomy course
- How to Become and Effective Trainer
-

1983 **Laconia High School – Graduate**

Wendy Wolski

Objective: To obtain an interesting & challenging position in Customer Service/Administrative Assistance

Experience:

Public Works Supply Co. Inc. — Franklin, NH
Customer Service/Inside Sales — 2/90 – 6/08
Receptionist/Secretary

I performed receptionist/secretarial skills such as answering multi-line telephones, data entry, greeting customers, banking, filing, computer operations & record keeping. After years of cross- training I was promoted to an inside sales/customer service position. Those duties included taking care of customers' needs and concerns via the telephone, internet and counter sales. I also performed product research and prepared literature packages while maintaining my prior secretarial responsibilities. I am familiar with all office machines and equipment. I am dependable and a team player committed to performing all assigned tasks to the best of my ability.

Acme Staple Co — W. Franklin, NH
Receptionist/Secretary — 9/88 – 2/90

In addition to the receptionist/secretarial duties including answering telephones, filing and mass mailings, I also transcribed salesmen traveling logs, assisted in inside sales & made cold calls to potential customers.

Education: Graduate of Franklin High School w/honors

Volunteer Work: 7 years for Franklin/Tilton Pop Warner
4 years for Winnisquam High School

Charlie Douillette

Objective: To obtain a Medical Assistant position in an outpatient environment where I can contribute my clinical and administrative skills.

Education: **Medical Assisting Diploma** March 2010

Hesser College - Concord, NH

GPA: 3.83

Relevant Coursework

- Human Anatomy & Physiology I & II
- Clinical Procedures I & II
- Medical Ethics and Law
- Medical Coding and Billing

Externship

Health First Family Care Center

- Versed in all office applications (phone etiquette, filing, client relations)
- Versed in most clinical procedures (injections, rooming, client etiquette, minor procedures).
- Versed in HIPAA

Military: United States Air Force – Honorable Discharge

Certifications/Memberships:

Member of the American Association of Medical Assistants	2010
CPR and First Aid Certified	2010
Certified Medical Assistant Exam (Seating)	2010

Employment:

Genesis Behavioral Health 2008-2009

Job Coach/Developer

- Responsible for job coaching 15 to 30 mentally handicapped clients
- Worked closely with therapists to plan client care
- Responsible for preparing and training clients for successful interviewing
- Transported clients to many self- help programs to help them advocate for themselves
- Taught aspects of reading, writing and comprehension

[illegible] 2018 [illegible] 15 [illegible]

- Provided motivation and leadership to clients

Shaw's Supermarket 1987-2008

<u>Grocery Clerk/Department Head</u>

- Responsible for a staff of 30 people
- Ran a department grossing $30 million per year
- Worked closely with staff members to find jobs that fit their needs
- Tailored jobs for all special needs employees (ADHD young adults)
- Responsible for training procedures and organizational paperwork
- Trained motivational leader organizing employee events
- Developed instructional guides for all positions to ensure employee success

Volunteer Work:

- United Way Coordinator
- CORUS Director
- Little League and Youth Basketball Coach

References: Available upon request

Donna Toomey

Objective: To obtain position utilizing proven skills identifying and assisting patients/enrollees in need of healthcare financial services through Allscripts and Search America

Qualifications:

- Proficient in Allscripts, Search America, Microsoft Word, Access Medisence and Peter Martin/Help Factors
- Capable of multi-tasking in a busy environment
- Excellent organization and communication skills
- Equally effective in self-management and team-oriented positions
- High level of reliability, accuracy and trustworthiness

Experience:

LRGHealthcare, 5/05 to 10/10/2012, HealthLink Enrollment Coordinator. Team Leader. Customer Service Financial Counselor

Assist patients with all aspects of applications for financial assistance through various health care programs including but not limited to Medicaid and other community services. Implemented the NHHP insurance program for self pay patients to access medical care. Responsible for collection of co-pays and setting payment plans

Health First Family Care Center, 2/2002 – 5/2005, HealthLink Enrollment Coordinator/Patient Advocate

Advise patients as to financial eligibility for health care programs and, when applicable, assist patients with the application process This includes conducting patient interviews, completing applications, and collecting and verifying information. Assist with financial counseling. Work with public,. city and town aid offices, physicians, care managers, Medicare, Medicaid, Veterans Administration and many other public organizations to facilitate patient needs. Responsible for processing special projects/accounts as presented by directors

The Inn at Bethelwoods, 5/99 – 8/04, Owner/Innkeeper, Holderness, New Hampshire

Owned and operated five-bedroom bed and breakfast in busy lakes region town. Day-to-day duties included bookkeeping, scheduling, advertising, cooking and housekeeping. Maintained hospitable and welcome environment for guests

Coda Financial, 7/97 – 3/99, Help-Desk Facilitator. Manchester, New Hampshire

Responsible for answering multiple phone lines, logging in calls from customers. and working with consultants in a timely manner. Also responsible for following up on problem resolution. Customer/consultant feedback. accuracy/effectiveness of the use of TSD, accuracy and timelines of ad hoc tasks self-awareness to represent CODA positively

A Little Folks School House, 8/94 – 12/96 Director. Manchester, New Hampshire

Served as the Director of a large childcare center which included supervising at least seven employees and ensuring quality care of approximately 100 children Administrative duties included hiring qualified childcare providers, staff scheduling, staff evaluations, child enrollment, recording income from enrollments, and overseeing daily child reports for presentation to parents Maintained effective line of communication with parents and employees

Education:

University of New Hampshire, College for Lifelong Learning
Associates of Science, 6/99

Child Development Associate Certificate
Awarded by the Council for Early Childhood Professional Recognition, 5/93

Theresa French

Objective: To obtain an HR, Accounting, and/or Admin position and utilize my experience and skills for the successful completion of each job task.

Education
Human Services: NHCTC Berlin NH 1992-1994
Marketing: Southern University NH – 2003
Managing and Supervising Employees – 2005
Northern New England Center for Financial Training – 2005
American Red Cross: LNA and Certified CPR & First Aid - 2010

Experience
Human Resources Assistant
Health First Family Care Center, Laconia NH. Sept. 2014 to Present

- Provide HR Support to employees and new hires
- Schedule interviews
- Deliver new-hire orientations, explained policies and regulations
- Collect Payroll 50+ employees
- Providing guidance to new and existing employees
- Assisting HR Department with daily HR clerical tasks
- Handled confidential information with high degree of discretion
- Advertise for help wanted positions
- Order medical and office supplies
- Assist Employees with Health and Dental insurance
- HSA – Health Savings Accounts, Group Dynamic
- FMLA & Short Term Disability
- Patient Scheduling and assist patients with concerns and/or conflict(s)
- Provider(s) Scheduling – EMR & CPS
- Patient check in and patient check out.
- All Staff meetings and Provider meetings; Minute Taking.
- CPS, EMR, Excel and Word
- Notary 2019
- Provide positive and constructive feedback to employee staff

Administrative Assistant/Human Resources - Seasonal
R & D paving Inc., Franklin NH. Feb. 2013 – Sept 2014

- Payroll – Peachtree
- Certified Payroll
- Accounts Receivable(s) and Payable(s) – Peachtree
- Process invoicing and estimates

- Verified I-9s, WOTC, entered and updated employee's information in PeopleSoft
- Scheduled drug testing for CDL Drivers
- Created and updated Excel employee spreadsheets for personnel information
- Schedule Interviews
- Monthly banking account reconciliation
- Confidentiality
- Notary 2019

Private in Home Elder Care, Belmont NH – LNA
2009 - 2012

- Daily Vitals, Medications, bathing, ADLs, and Patient Charting.

Financial Service Representative and Senior Teller
Members First Credit Union, Franklin NH. 2007 - 2009

- Manage Teller Line and staff
- Outstanding customer Service
- Process various consumer loans, start to finish.
- Product knowledge with IRA's and CD's
- Open and close accounts
- Work closely with affiliates and attend chamber events
- Marketing
- Provide positive and constructive feedback to employee staff
- Spectrum lending software
- Reconciled and balance cash drawers
- Confidentiality
- Explained and sold membership benefits to members

Retail Business owner from 2003 – 2009
Worked from home and attended events on the side

- Created my own website
- Created my own clothing design and wear
- Profit in my second year and years to follow
- Marketing and involved with the chamber
- Attended events in Boston, Vermont and NH

References available upon request.

PAUL ANCTIL

Objective

To secure a contributing role with a dynamic organization that values hard work, leadership, and teamwork to achieve challenging goals.

Core Competencies

Payer Reimbursement and Coverage	Benefit Investigation
Contract Negotiation	Time Management
Development of Staff	Customer Service
Project Management	Effective Listening
Relationship Development	Critical Thinking

Experience

2012-2014 Calloway Laboratories Inc Woburn, MA

Accounts Receivable Manager

- Manage and report for a high volume accounts receivable department.
- System administrator for software application providing security and reference file setup and maintenance including Charge Master and Procedure Code files.
- Establish and maintain contractual relationships with governmental payers.
- Negotiate contractual arrangements with insurance companies.

2009-2012 Calloway Laboratories Inc Woburn, MA

Healthcare Claims System Administrator

- Responsible for the accurate and timely submission of medical claims.
- Management of electronic billing process and problem resolution.
- Supervised direct reports in the process of Quality Assurance and Compliance.
- Developed policy and procedures to ensure efficiency and improve workflow.

2006-2009 Calloway Laboratories Inc Woburn, MA

Billing Supervisor

- Developed and maintained efficient processes in a rapidly growing healthcare reimbursement department.
- Implemented and managed revenue cycle process flow.
- Increased collection revenues by identifying and problem solving payer issues.
- Coordinated the conversion of billing software application upgrade

2001-2006 TLC Home Health Care Northborough, MA

Intake Supervisor

- Responsible for all facets of patient referrals for multiple service locations.
- Supervised and provided leadership for a Central Referral Department to ensure timely and accurate data processing.
- Managed the Benefit Verification and Prior Authorization process for patient cases.
- Provided technical and process related support to multiple locations involving reimbursement, payroll, and service delivery.

Education

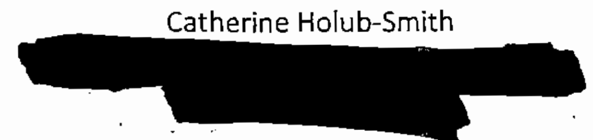
1982-1984 Saint Phillips College San Antonio, TX

- Physical Therapy Technician

Summary

An accomplished and results-oriented access and reimbursement professional in provider, home health and laboratory industries utilizing many years of administration experience. Extensive knowledge of health care service delivery and reimbursement process. Problem solving and decision making skills contribute to leadership ability. Stable and dependable with strong work ethic.

Catherine Holub-Smith



Education:

Northeastern University DNP Program	**Sept.2011- present**
Simmons College DNP Program Transfer	Jan 2010 to June 2011
Rocky Mountain University (Provo, UT)	Sept. 2008 – March 2009
- Completed two semesters of DNP Program	
Rivier College (Nashua NH)	1994-1997
- Masters of Science in Nursing-Community Health	
Children's Hospital (Boston, MA)	1993 – 1994
- Adolescent Health Fellowship	
Northeastern University (Boston, MA)	1981 – 1983
- Pediatric Nurse Practitioner	
University of Baltimore (Baltimore, MD)	1973 – 1975
- Bachelor of Arts in Psychology and Counseling	
Mercy Hospital of Nursing (Baltimore, MD)	1969 – 1972

Professional Experience:

Prescott Pediatrics (Belmont, NH), *Certified Pediatric Nurse Practitioner*
February 2008 to present

- This is a rural pediatric practice

Dartmouth-Hitchcock Concord (Concord, NH) Department of Pediatrics, *Certified Pediatric Nurse Practitioner*
May 2008 to present

- This is a nine pediatrician practice within a larger multispecialty group

Riverfront Medical Group (Tilton, NH) Certified *Pediatric Nurse Practitioner*
December 2006 – February 2008

- A rural integrated Adult Internal Medicine and Pediatric practice in which mine was the primary responsibility of the pediatric and adolescent patients under the supervision of a Board Certified Pediatrician and Internist and a Board Certified Pediatrician

Antrim Girls Shelter (Antrim, NH)
2005 – 2012

- Medical Director of rural based Residential Facility
- A court ordered resident facility for troubled adolescent girls
- My responsibilities involve coordination of care, diagnosis and treatment

Westside Healthcare and Franklin Pediatrics (Franklin, NH)
1993 – 2005

- A rural hospital owned Pediatric Practice that was in 2002 combined with a hospital owned Family Practice to become Westside Healthcare
- Assess, diagnose and treat patients including well-woman and sports physicals

- Provide on-going Health Education at the Franklin Middle School regarding adolescent development, HIV and STD education as well as Franklin High School, Winnisquam Middle School and Tilton Prep School
- Develop HIV education program for middle and high school students through the NH Department of Education
- Proposal written and granted for an Adolescent Health Training Program which has been ongoing since spring, 1994

Proctor Academy (Andover, NH) Private Prep School
1994 – 2005

- Conduct a Friday morning Adolescent Health Clinic at Health Center

Andover Elementary School (Andover, NH) Elementary School
1990 – 2005

- Responsibilities included yearly sports physicals for sixth, seventh and eighth graders

Merrimack Home, Health and Hospice (Merrimack, NH)
1985 – 2005

- Provide child health services to children and adolescents on a monthly basis including physical assessment, treatment of common childhood illnesses and immunization updates

Colby Sawyer College, Baird Health Center (New London, NH)
1985 – 1993

- Provide primary care to college age adults. Assess, diagnose and treat students
- Provide on-going health education on campus with classroom lectures, evening seminars and dorm meetings

Lake Sunapee Home Health and Hospice (Newport, NH)
1991 – 1995

- Monthly well-child clinic with same responsibilities as above

Douglas O'Meara, MD (New London, NH)
1990 – 1991

- Covered Pediatric Practice independently three mornings per week with a Family Practitioner until Pediatric coverage could be arranged

Robert Schumacher, MD (Franklin, NH)
1981 – 1984

- Dr Schumacher had been my preceptor while in the Nurse Practitioner Program at Northeastern and I joined him in a busy General Pediatrics practice in which he delivered babies, did home deliveries and saw a diversified pediatric clientele. Together we started school-based clinics, an adolescent medicine program and early outreach initiatives in Franklin, NH, an impoverished mill town

Nashua Public Health Department (Nashua, NH)
1983 – 1984

- This is a Nurse Practitioner based clinic, the only well and sick child clinic in the state run by a Nurse Practitioner. A physician, Dr. Emery Kaplan was available for consultation and referral, but was not based at the clinic

St. Jude Hospital (Vieux Fort, St. Lucia, West Indies)
1983 – 1988

- I volunteered for a month each year in this impoverished Third World country. My role was the assessment, examination and treatment of patients in a busy clinic, under the supervision of Dr. Jack Moore, a Board Certified Pediatrician. In this role, I functioned as both a nurse and Nurse Practitioner

Lebanon Area Health Council (Lebanon, NH)
1976 – 1978

- Coordinated, supervised and participated in well-child clinics, prepared and administered the clinic budgets for Lebanon Area health Council. Initiated and implemented preventative health and education programs such as poison control, car safety, and dental clinics

Licensure:

Fully licensed, certified and recertified Advanced Pediatric Nurse Practitioner with current licensure in Massachusetts, New Hampshire and Florida

Letters of Reference upon request

2018 15

Mark Meau, M.Ed., LCMHC

Education:

University of NH, Durham, NH—M.Ed. in Counseling

Bridgewater State College, Bridgewater, MA--- B.S. Degree in Psychology

Licensed Clinical Mental Health Counselor in the State of NH since December 2000

Employment:

June 1992 to October 2017: Riverbend Community Mental Health. Positions included: Case Manager, Adult Therapist, Child and Family Therapist, Children's Team Coordinator.

October 2017 to Present: HealthFirst Family Care Center. Licensed Clinical Mental Health Counselor.

Ashley Douthart

Education:

- Colby-Sawyer College- BA Psychology 2010
- Walden University- MS Clinical Mental Health Counseling

Experience:

- Autism Intervention Specialists- Worcester, MA (2011-2014)
    - ABA in-home behavioral therapy
    - Socialization Coordinator 2012-2014
- HealthFirst Family Care Center- Franklin, NH (2013-current)
    - Behavioral Health Intern (2013-2014)
    - Clinical Mental Health Counselor (2014-current)

Judy Alkhalidi

TECHNICAL SKILLS:

- MS Office 2010
- Endnote
- VISIO
- OracleHR
- ACT
- FileMaker Pro
- SalesLogix
- SalesForce
- FrontPage
- Publisher
- ADOBE Acrobat
- Illustrator
- InDesign
- Contribute
- ExponentHR
- SABRA
- Concur
- SharePoint
- Cardscan

PROFESSIONAL EXPERIENCE:

Brueckner Group USA, Inc. Film Division – Portsmouth, NH 2011 – 2017
Executive Assistant to VP of Film Division and assistance to President/CEO and VP of Finance

- Providing administrative support to Executives
- Facilities Coordinator
- Coordinating company cell phones, including budget and plans
- Managing office supplies (ordering and approving staff order requests)
- Handle security to office suite (badges, keys and codes)
- Travel coordination (hotel, air, car) for several executives and employees, both domestic and international
- Proofread & Edit quotations
- Update Quarterly budget and annual sales presentations
- Prepare necessary documents for Visa applications and assist with Work Visas for international colleagues
- Maintain customer database
- Reconcile bank statements
- Complete registrations for conferences and organize booth registration/exhibiting
- Coordinate staff events (Christmas party, luncheons, meetings, etc.)

Greatwide Distribution Logistics – Phoenix, AZ 2008-2009
Executive Administrative Assistant

- 1100 Employees
- Assistant to the President, VPs of Finance, Operations, Sales and HR Director
- Coordinated travel/lodging
- Main contact for all cell phones
- Organized Annual Phoenix Employee Appreciation Day (250 Employees-Phoenix)
- Lead Employee Advisory Committee
- Handled Petty Cash
- Meeting and Event Coordinator (birthdays, company social gatherings, Board, Executive and Director meetings/dinners/lunches)
- Organized, attended, and minute taking at Board meetings (also created agendas and PowerPoint presentation)
- Report monthly expenses (Corporate Card and Executive Team)
- Create weekly Managers office schedule
- Purchase Order/Invoicing
- Ordered/maintained office/coffee supplies

Pearson Digital Learning – Chandler, AZ 2002-2008
Marketing Specialist

- Maintained State Pages on Internet via Contribute (announcements, etc.)
- Research, draft copy, and provide design direction for marketing campaign pieces such as, event flyers, regional trade show mailers, direct mail, electronic communications, and state-specific collateral and flyers, based on district needs

- Strategy, planning, and execution around revenue generating events such as: executive forums, executive briefings, best practices events, lunch and learns, road shows, and other customer facing opportunities
- Assist in execution of national user conferences and regional user group meetings
- Create and maintain Registration Sites

Events Specialist

- Supported two District Managers and Sales Teams
- Organized regional events/conferences (arranging venue, meeting space, lodging, travel and food & beverage, registration table, booth space, etc.)
- Tracked event costs in order to stay within budget
- Created and Maintained regional events calendars
- Arranged for job candidate visits
- Order/arranged all necessary collateral/promo items/business cards/event or New Hire packets
- Responsible for creating customer lists via SalesLogix for all Sales Teams

Hartford Town Office - White River Jct., VT 2000-2001
Administrative Assistant/Delinquent Tax Clerk

- Assistant to Town Manager
- Property tax collector
- Interacted with Town Lawyer concerning tax laws
- Attended tax sales for delinquent properties
- Organized fitness challenge (proceeds went to a local children's hospital and cancer center) - involved police, fire and emergency service departments from three towns; created all brochures and forms (Publisher) and recruited donors to help sponsor fitness challenge

WICOR (Weidmann Industries Corp.) Americas Mgmt. Inc. – Hanover, NH 1998-2000
Office Administrator

- Provided administrative support to the CEO, CFO and Financial Manager
- Coordinated Board meetings and conference calls
- Arranged corporate travel
- Maintained Intranet
- Gathered information and assembled budget reports
- Prepared the Board's PowerPoint presentations
- Organized catering in-house or off premises

Dartmouth College Thayer School of Engineering – Hanover, NH 1996 - 1998
Recruiting Coordinator

- Administrative support to the Director of Thayer School Career Services
- Coordinated full-time corporate recruiting
- Served as liaison for the office to students, faculty, administrative offices throughout the College and corporate representatives
- Scheduled and coordinated all company information/briefing sessions
- Created and maintained databases (FileMaker Pro) for students
- Assisted with annual Resume Book

EDUCATION

Bachelor's in Business Management w/ concentration in HR Management (completion July 10, 2017)
Human Resources Management – Certification Program (completed Dec. 2015)

Miscellaneous

Emergency Crisis Training

Kristi Bradish

Data Entry; Office Skills; Customer Service; Health Care Experience

Authorized to work in the US for any employer

WORK EXPERIENCE

Administrative Assistant/Receptionist

Central NH VNA and Hospice - Laconia, NH - 2015-09 - Present

I answer phones, assist callers and visitors, print and fax for managers, update business contracts and agreements, process medical record requests, order office supplies, stock office drinks and snacks, scan and attach patient information for records, update spreadsheets, thin and archive patient charts, and assist managers and staff in various capacities depending on their needs.

Assist ladies who have sustained Traumatic Brain Injuries

NeuroRestorative - Freedom, NH - 2014-11 - 2015-07

In their group home I helped them with medication passes, cooking, cueing, ADL's, shopping, medical appointments, community outings, and behavior or social issues. My goal was to help them improve their daily lives and bring them joy.

Cashier

Kmart - Rochester, NH - 2014-05 - 2014-11

Assist customers and accept their payments.

Pharmacy Technician, Temp

Huggins Hospital - Wolfeboro, NH - 2013-12 - 2014-02

Assisted other technicians and Pharmacists in stocking of Omnicells and med rooms, unit dosed medicine, ran and reviewed reports, placed orders, and assisted customers.

Scheduler; Treatment Planner

Central NH VNA and Hospice - Laconia, NH - 2011-03 - 2013-10

Scheduled various clinical staff to visit patients in their homes at this non-profit Visiting Nurse Association, assisted patients when they called, processed physician orders and sent and received them for physician signature, medical records, and telephone duties.

Staffing Coordinator; Medical Records Clerk

Sentry Hill - York, ME - 2005-08 - 2010-11

Scheduled nursing staff in an Assisted Living Facility according to Maine State Regulations, assisted The Director of Nursing clerically, performed various Medical Records duties including developing a more accurate file system for archives, interacted with residents socially and at meal times, and became an advocate for The Alzheimer's Association.

Salesperson and customer service

Mr. Paperback - Dover-Foxcroft, ME - 2005-02 - 2005-08

Sold books, performed cashier duties, created displays, took inventory, and interacted with and helped customers.

Rural Carrier Associate

United States Postal Service - Milo, ME - 2005-01 - 2005-08

Substitute Mail Carrier; sorted and dispensed mail on a rural route

Office Coordinator

Sandhill Gardens - Punta Gorda, FL - 2002-11 - 2004-07

Office Manager and Receptionist in an Assisted Living Facility: multi-line phones, data entry, accounts payable and receivable, mail distribution, appointments and transportation scheduling, petty cash maintenance, general office tasks, and assisted residents and visitors.

EDUCATION

Certificate in Computer Networking; Business Office Technology

Charlotte Technical Center - Port Charlotte, FL
2002 - 2002

Plymouth State College - Plymouth, NH
1995-01 - 1995-06

Trinity College - Burlington, VT
1992-09 - 1992-12

Diploma

Profile Jr/Sr High School - Bethlehem, NH
1990

ADDITIONAL INFORMATION

QUALIFICATIONS:
Skilled in MS Office, Windows XP, Windows Vista, Windows 7, VSS Pro, AllScripts, QuickBooks, Homecare Homebase and various other software, as well as hardware. Possess office equipment and phone expertise as well as excellent Customer Service skills. I am reliable, accurate, and motivated. My work history has provided me extensive opportunities and experience.

Tasha Cross

I am currently an LNA of 6 years, I have worked in all fields of healthcare such as, long term health services, rehabilitation, assisted living, pediactric special needs services, emergency department, ventilator department, psychiactric services, and home health.
Willing to relocate: Anywhere
Authorized to work in the US for any employer

WORK EXPERIENCE

Health Unit Coordinator/lna

Concord Hospital - Concord, NH - 2017-04 - Present

Answer telephones, process orders, admissions, discharges, fax, work with patients, help nurse gather information, such as vitals, adls, watch patients in a psychiatric setting performing 15 minute checks and 1:1s.

LNA

Golden View Health Care Center - Meredith, NH - 2016-04 - Present

Current LNA on the assisted living department, occasionally float to other departments of healthcare in the facility. I help residents with general daily living tasks such as bathing, toileting, feeding, collect vitals for nurses, and help with activities. I also received a certification with completing 4 hours of medication assisting, where I help administer medication to residents.

Pre school teacher aide

Heavenly sonshine preschool - Belmont, NH - 2015-12 - 2016-04

Responsibilities
My job responsibilities include, help teach pre school children (ages 0-2y) basic learning skills, help accommodate their needs, change diapers, potty train, keep a clean and safe environment for them, while parents are away.

LNA

lakes region general hospital - Laconia, NH - 2014-12 - 2015-03

Responsibilities
Helped patients with their needs such as bathing, eating, dressing, toileting, exercising. Helped nurses with admissions and discharges, helped escort patients to and from departments in the hospital, helped remove intravenous, helped with wound care.

Skills Used
Attentive, caring, helpful, multitasking.

LNA

TLC Medical Daycare For Adults - 2011-04 - 2012-12

Manager: Jean Fiske
(603) 224-8171
Worked in geriatric care with Alzheimer's and dementia providing daily living tasks in a daycare setting helping clients with showers, and meal prep.

EDUCATION

Medical
Franklin High School
2010

SKILLS

CPR Certified bls certified

CERTIFICATIONS/LICENSES

Medication Administration
2016-08 - Present

resident assessment tools
2016-09 - Present

Ami Governanti

OBJECTIVE: To provide general clerical functions as assigned

To provide general clerical functions as assigned
Increase knowledge of position to enable proficient work skills.

WORK EXPERIENCE

Call Center Representative

Keepsake Quilting Inc. - Center Harbor, NH - 2013-09 - Present

Responsibilities
Answer the phone in a professional manner.
Problem solve, direct phone calls, complete phone orders.
Data entry, mail batching mail orders.
Multi tasking, Zen Desk, Zircon, Excel data base, transfer calls.

Accomplishments
When I started a Keepsake, I started at the bottom, and worked my way up in three positions in two years.

Skills Used
Shipping, Zicon, Zen desk, multi tasking, problem solving, transferring phone calls, Data entry for weekly sales for our multi company data base.

Photographer

Ami C Fouts Photography - Meredith, NH - 2002-01 - Present

Provide quality service in a timely manner for the customer

- Utilize time management to arrive at site and complete the scheduled task
- Maintain the regular consumer(s) and pursue new customers
- Negotiate a contract for the cost of service based on the number of people in shoot
- Create and record consumers' data to retrieve for weekly billing and taxes

Direct Support Provider

Community Bridges - Boscawen, NH - 2007-10 - 2011-06

603)-225-4153 ext 261 Glenna Golden- Manager

- Support individuals with needs to achieve their goals
- Document daily notes of activities, and behavior
- Type monthly progress notes of goals achieved, and/or new activities
- Document monthly attendance logs, and mileage
- Work with-in the families homes to assist with residential goals

EDUCATION

Business Communication / human Services

New Hampshire Community Technical College

2002 - 2004

SKILLS

Data Entry, Multi Tasking, Microsoft, Excel, Zircon, Zen Desk, Problem Solving, Photography, Photoshop, Computer Skills, Communication

PUBLICATIONS

Ami C Fouts Photography
http://amicfoutsphotography.com
My personal website

Sharon Lange

Senior Teller - Citizens Bank

Authorized to work in the US for any employer

WORK EXPERIENCE

Senior Teller

Citizens Bank - October 2014 to Present

I provide customer service to both customers and non customers of the bank. I make deposits, withdrawals, cash checks, and provide customers with money orders and official checks upon request.

- Process teller transactions through the BIC teller system
- Balance draw daily
- Offer services based on customer needs
- Provide exceptional customer service to each and every custome

Student Loan Specialist III

Granite State Management & Resources - September 2012 to August 2014

I serviced Federal Student Loans by providing customer service to borrowers. I also counseled borrowers on their different repayment options and advise on any other options available to them.

- Answered inbound calls from borrowers who needed assistance or counseling with their student loans
- Made calls to borrowers for collection and counseling purposes
- Handled escalated calls from Student Loan Specialist I and II's
- Researched valid contact information for accounts that had returned mail or an invalid telephone number
- Converted accounts from non-paying to paying status.
- Established excellent customer service relationships
- Streamlined computer reports for more efficient time management
- Reviewed newer associates documentation and coached as necessary

Call Center Customer Service Supervisor

J Jill Group - June 2005 to 2012

I supervised a team of 30 phone associates and 4 Team Leaders, scheduled time off according to forecasted call volume, entered weekly paid time off, regularly monitored associates' calls to ensure call quality and upkeep of policies and procedures, handled and resolved escalated situations, prepared and delivered yearly reviews and goals and assisted with any projects handed down by the Call Center Manager.

Key Accomplishments:

- Worked with executives in 2006, 2009, and 2011 during sale of company to provide a smooth transition for associates
- Served as a member of the Safety Committee to implement and maintain risk management policies and procedures
- Obtained Front-line Management Certificate from New Hampshire Technical Institute

Call Center Team Leader

J Jill Group - April 2004 to June 2005

I prepared daily and weekly edits for paid time off, compliance; activity codes and other projects handed down from the Call Center Supervisor, answered questions for associates, handled escalated calls when necessary, and made decisions in the best interest of the customer and J Jill. Monitored associate phone calls and worked with associates on their incentive program, as well as worked on any projects handed down by the Call Center Supervisor or Manager.

Key Accomplishments:

- Increased associate compliance with established individual and team productivity goals
- Acquired supervisory skills on the job at a rapid rate
- Coached associates on their time management

Quality Monitor

J Jill Group - Tilton, NH - October 2003 to April 2004

October 2003 - April 2004

I monitored associates phone calls to ensure all policies and procedures were being adhered to and for coaching and training opportunities. I also assisted with incoming phone calls during times of increased call volume.

Key Accomplishment:

- Assisted sales and customer service associates to increase productivity and accuracy

Cross Trained Sales Associate

J Jill Group - Tilton, NH - 1997 to 2003

I answered phones for catalog orders or customer service calls, assisted the customer with any billing, merchandise, or order questions, assisted Call Center Team Leaders when needed.

Key Accomplishments:

- Nominated for customer service associate of the year
- Assisted with training classes for new hires.

EDUCATION

GED in Management Certificate

New Hampshire Technical Institute

SKILLS

Supervisor (5 years), Customer Service (10+ years)

Margaret Salmon

Objective

To obtain a position in a secure and established company in the health care field that will make use of my accounting and business background while allowing professional growth.

Experience

Trilogic, Inc., Tewksbury, MA — 2011 - 2013

Accounting Assistant/Marketing Intern

- Provided direct assistance to the Controller for various financial and accounting activities including: Invoicing, receiving, vouchering, order entry and database maintenance of Great Plains Dynamics accounting system; tax-related data collection
- Created spreadsheets, graphs and analysis tools of financial data for use by the COO
- Used the Jigsaw program to research and identify potential new customers and sales opportunities for the marketing department
- Organized information in Salesforce program for use by the sales and marketing departments

Water Country, Portsmouth, NH — Summer 2010

Entry team member

- Worked at the main entry gate as Cashier and Greeter. Also helped with basic upkeep of the entry area.

Education

Plymouth State University — 2009 - 2013

Bachelor of Science in Accounting expected fall 2013

Skills/Competencies

- Flexible and adaptable with a good work ethic
- Excellent verbal and written communications, critical thinking and organizational skills
- Experienced with Microsoft Office
  - Excel, Word, and Powerpoint
- Experienced with Accounting Business Programs
  - Great Plains Dynamics
  - Quickbooks
- Experienced with CRM Programs
  - Salesforce
  - Jigsaw

Jiselle G Bogardus LPN

Objective: To be in an environment where education is encouraged, knowledge and team effort are rewarded.

Skills:

-Licensed Practical Nurse since 1995

-Bilingual: English and Spanish

-Knowledge of computer skills and office equipment: word, Epic, centricity, EKG machine, Doppler, pulse oximeter, spirometry, nitrogen gun, urinalysis machine, DCA glucose machine

-Able to assist with office procedures: skin tag removal, skin biopsies, colposcopies, I & D, toe nail removal, obstetrical assessments

-Excellent communication skills in both English and Spanish

-Multitask

-Team player and patient advocate

Work Experience: LPN

Elliot Family Medicine at Bedford Commons----------------------July 2011 to present

25 S River Rd, Bedford NH 03110 Supervisior : Tim Bailey 603-496-3063

Triage, nurse visits, prepare patients for their office visit, obtain and report vital signs, verify and document patient's reason for visit, allergies, LMP, reconcile medications, assess pain and document pain scale and location, give immunizations or injectable medication as ordered, maintain and stock patient

rooms and supply room to JACHO standards, immunization ordering, maintain medication closet, abstract patient medical information from outside offices, prior authorizations, referrals, letters of medical necessity, form completion, maintain oxygen and nitrogen supplies, medication refills, call backs and patient results. Also implemented a comprehensive controlled drug surveillance program

Manchester Metro---Jan 2011 to Jan 2012

5 Ward St, Manchester NH 03103 Supervisor: Jeff 603-622-5005

Assess patient for intoxication, appropriate dosing and signs and symptoms of withdrawal or medication adjustment. Dispensation of Methadone dose. Medication ordering and receiving.

Southern NH Internal Med Assoc-----------------------Sept 2006 to Oct 2010
Tsienneto Rd Ste 300, Derry NH 03068 Supervisor: Jean Coakley 603-216-0400

Triage, nurse visits, prepare patients for their office visit, obtain and report vital signs, verify and document patient's reason for visit, allergies, LMP, reconcile medications, assess pain and document pain scale and location, give immunizations or injectable medication as ordered, prior authorizations, referrals, letters of medical necessity, form completion, medication refills, call backs and patient results and implemented a comprehensive controlled drug surveillance program

Education

St Joseph Hospital School of Practical Nursing

5 Woodward St, Nashua NH Graduated 1995 – Diploma Nurse

[redacted] CPR : American Heart until 07/2016

Jiselle G Bogardus

Hello,

I am a highly motivated Licensed Practical Nurse with more than 20 yrs of experience in a variety of medical settings. The main areas of nursing skills have been obtained in Family Practice and Internal Medicine. I have acquired skills in phlebotomy, obstetrics, vasectomy, endoscopy and many office procedures.

I have made it a point to be a team player in order to have the optimal outcome for our clients by way of:

-Supporting staff with experience in policies and procedures

-Sharing information or resources that will benefit our clients and ease the work for our staff

-Educating our clients with insurance policies, restrictions and trying to achieve a satisfaction level with our clients and their expectations

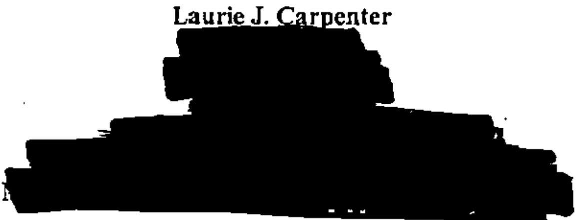
-Strengthening my communication skills, both with English and Spanish speaking clients in order to accurately relay results or recommendations given by the provider

-Aiding the provider, in any way possible, in order to facilitate the encounter with their patients.

I am looking forward to interviewing with you to discuss my potential contributions.

Jiselle G Bogardus

Laurie J. Carpenter



Objective: Dedicated Licensed Practical Nurse with 14 years of practical experience, seeking a position with increased challenges, utilizing comprehensive health care training, excellent communication skills and self-directed prioritization skills.

Profile:

- Knowledge of adult/geriatrics to include Alzheimer's, behavioral disorders and co-morbidities
- Demonstrated aptitude for developing new skills
- Readily develops rapport with families, staff and other healthcare professionals
- Relates well to people of a variety of cultures and socio-economic conditions
- Strong analytical skills to collect data and implement interventions
- Possesses special sensitivity to meeting diverse needs in varied situations
- Proven record of reliability and responsibility
- Recognized for teaching and coaching abilities
- Resourceful in completing projects: ability to multi-task effectively
- Dedicated individual: reputation for consistently going beyond what is required
- Loyal to a company; 7+ years with the same organization

Experience:

Taylor Home — **04/13 to 5/16**
21 Ledges Drive
Laconia, NH 03246
Nurse Manager

MAS Staffing Agency — **11/12 to 6/13**
500 Harvey Road
Manchester, NH
Staff Nurse at various facilities

Azura of Lakewood — **6/11 to 8/12**
Skilled Sub-acute
Nurse Manager
Lakewood, CO

Fulltime Student — **06/11 to 11/12**

HCR-Manorcare — **9/15/05 to 2/08/11**
LTC/LTAC/Rehab/Skilled Unit

- Medicare focused charting
- Admissions and discharged as ordered

- Manage and direct unit under the supervision of an RN
- Coordinate with fellow staff, PT, OT and ST to maximize patients' full potential and return them to an independent state.
- Manage and train staff, CNA's, directing them in job duties, transfers and goals for patients' independence.
- Observe and report to physicians and families, any changes in conditions affecting rehabilitation and good health.
- Perform proper techniques in nursing care and medication administration.
- Observe HIPAA regulations

Prison Health Services

Washoe County Detention Facility

Reno, Nevada

Staff Nurse **12/10/05 to 3/15/07**

- Perform nursing care according to facility policies and procedures
- Medication passes
- Diabetic teaching and administration
- Pregnancy follow through
- Assessment on intake of history and physical
- Use of critical thinking skills in determining placement in facility or medical observation
- Treatments as ordered by physician
- Maintain accurate record keeping
- Attend in house training exercises, to include training with custody staff
- Adapt to the needs of the environment concerning custody needs and requirements

The Season's Assisted Living Facility- Emeritus Corp. **2/28/05 to 9/01/05**
LPN-Program Manager

- Perform direct nursing care according to the policies and procedures of facility and state regulations
- Implement physician's orders in a safe and accurate manner
- Notify healthcare providers of necessary information pertaining to residents
- Receive and provide assistance to outside agencies (i.e. Home Health, Hospice and Therapies)
- Manage and direct programs geared towards Alzheimer's residents
- Train staff on proper behavioral management techniques and job duties
- Work as a member of a team receiving and delegating responsibilities
- In house staff training for medical techs, recertification and proper disposal and dispensing of medications
- Assess potential residents, physical assessments and administer MMSE's to provide an accurate baseline for further use.
- Other duties as assigned

HCR-Manorcare **1/06/04 to 2/15/05**
Nursing Supervisor, Alzheimer's Unit

- Perform direct nursing care according to the policies/procedures of facility.
- Implements physician's orders in a safe and accurate manner
- Communicate professionally with physician's, APN's and outside facility healthcare professionals
- Observes patient condition and accurately reports to ADON
- Assists nurse with admitting, discharging and transferring patients
- Maintains detailed and accurate records of nursing action.
- Participates in health/therapeutic counseling, teaching and emotional support for patients and their significant others.
- Adapts to the needs of the unit by demonstrating flexibility/adaptability.
- Maintains a safe and clean environment for patients and coworkers.

- Provides/receives reports on status of patients at the change of shifts.
- Administers medications/therapies within the scope of safe nursing practice
- Provides routine bedside care, help evaluate residents' needs, develop care plans, and supervise the care provided by nursing aides.

HCR- Manorcare — **09/03 to 11/03**
GPN/LPN, Alzheimer's Unit/ Sub-Acute Unit
HCR-Manorcare — **04/03 to 09/03**
Nursing Assistant

- Provide a safe environment for the patient
- Meet hygienic and grooming needs
- Provide nutritional needs for the patient
- Participate in the patients exercise program
- Notify charge nurse immediately of any changes in patients' status or condition
- Record and chart all pertinent information where required
- Use equipment safely

Education:	01/01 to 08/03	Associate Degree in Practical Nursing Associate Degree in Applied Science Penn College of Technology Williamsport, Pa 17701
	01/10 to 6/12	Working on BA in Biology at Metro State College, Denver

References provided upon request

CYNTHIA A COOK

Objective

I would like to find a per diem position in nursing in the community served by my church.

Ability Summary

- Care for Critical Patients in the ICU or PACU, including children
- Administer medications or treatments including moderate sedation
- Use clinical problem solving techniques
- Monitor patients cardiac rhythms
- Insertion and management of intravenous catheters.
- Follow institutional care procedures
- Use interpersonal communication techniques
- Follow life support procedures
- Use medical lab techniques
- Use nursing practices or procedures

Employment History

TLS weight loss coach/Nutrametrix Consultant

06/2013 - Current — Self Employed — Plymouth, NH

Self employed as a TLS weight loss coach and Nutrametrix Consultant.

Secretary

03/2015 - Current — Northfield-Tilton Congregational Church — 283 Main Street, Tilton, NH

Maintain a record of meeting minutes for the church and Family Resource Center.
Check mail and respond to necessary correspondence.
Respond to phone calls and pass important information to the pastor.
Alternate signer on the checking account.
Be on call for emergency needs of the community and relate appropriate information to the pastor.

Infection Control Nurse

07/2012 - 03/2013 — GENESIS HEALTHCARE-LACONIA CENTER — 175 Blueberry Lane, Laconia, NH

Responsible to monitor all infections and antibiotic usage in the facility and audited all charts to ensure the proper documentation was completed. Conducted audits of all charts for documentation on immunizations including contacting provider offices and health care facilities for immunization information on residents. Conducted flu vaccine clinics for residents and employees. Responsible for employee

health, maintaining health records on all employees and conducting tuberculin skin testing on all new employees. Conducted orientation for all new employees on Infection Control and blood and body fluid hazards. Trained in wound care basics in order to conduct weekly wound rounds to assess wounds and recommend dressings and treatments. Responsible for monthly inspections of all departments related to infection control policies.

Clinical Application Analyst

07/2010 - 06/2012 Speare Memorial Hospital Plymouth, NH

Responsible for the clinical applications for the Meditech system used at the hospital. Created documentation screens for ICU, Obstetrics, ER, and Oncology/Infusion clinic. Created Provider Order Entry order sets and trained providers and other staff members on the use of the new order system. Implemented Bedside Medication Verification in the ER and OR as well as the Oncology/Infusion clinic. Implemented computerized documentation in the ICU, Obstetrics, ER and Oncology Units. Oriented new employees monthly on the Meditech computer system. Trained all employees on the new documentation systems. Managed tasks with the Meditech company for clinical applications including Nursing, Laboratory, Emergency Room, Operating Room, Provider Order Entry.

Per Diem ICU RN/Nursing Supervisor

07/2010 - 06/2012 Speare Memorial Hospital Plymouth, NH

I continued to work per diem in ICU and as a Nursing Supervisor during my time as an application Analyst to keep my skills current.

Staff Nurse/Nursing Supervisor

10/2005 - 07/2010 Speare Memorial Hospital Plymouth, NH

I worked at times as a Per Diem staff nurse in ICU, PACU/Ambulatory Surgery and on the Medical Surgical Unit and then became Nursing Supervisor for the hospital at night and on the weekends reporting to the Chief Nursing Officer. Management of staffing for the various departments to cover sick calls and staff shortages. In 2006 I began working part time in the ICU on the night shift and later changed to full time on the day shift in the ICU. I also occasionally worked extra shifts as Supervisor when needed. The ICU unit was also responsible for the cardiac monitoring on the patients on the Medical Surgical Unit who were on Telemetry monitors. There were many patients on ventilators, tube feedings, arterial lines and central lines. Many days after the ambulatory surgical unit closed the ICU was responsible for PACU services.

Travel RN

12/2004 - 09/2005 Nurses in Partnership, Inc Agoura Hills, CA

I worked in a 36 bed ICU in Jacksonville, Florida for 3 13-week contracts. There were many varied types of critical patients, many on ventilators with arterial lines, central lines, tube feedings. I learned bedside medication verification and computerized documentation in this position.

Staff Nurse

02/2002 - 11/2004 Speare Memorial Hospital Plymouth, NH

I worked per diem in the ICU, Medical Surgical Unit and Ambulatory Surgery/PACU.

Staff Nurse

11/1998 - 06/2001 Miami Heart Institute Miami Beach, FL

Worked in PACU caring for all post-operative and post-endoscopy patients including care of ICU patients until transfer to ICU. Also responsible for assisting with cardioversions, central line insertions and monitoring during moderate sedation for any procedures requiring that.

Staff Nurse

02/1996 - 08/1998 Hinchingbrooke Hospital Huntingdon

Worked per diem on various Medical Surgical Units and in the PACU. Later took a part-time position on a GYN Medical Surgical Unit caring for acute care female patients after many surgeries including cancer surgeries.

Education and Training

Issuing Institution	Location	Degree Received	Course of Study
Norfolk General School of Nursing	VA	3 Years of College or a Technical or Vocational School	RN Training

Occupational Licenses & Certificates

Certification Title	Issuing Organization	Completion Date	Expiration Date
Registered Nurse	NH Board of Nursing	12/01/2001	12/01/2016

Michelle Vieu

Registered Nurse

Enthusiastic, dedicated, goal-orientated, compassionate skilled professional nurse with two years experience on a face-pace, 40 patient Post Acute Unit seeking a position that will utilize my exceptional patient assessment skills, excellent communication skills, and provide outstanding patient care.

WORK EXPERIENCE

RN working as a Medical Assistant (Temporary Position)

Laconia Internal Medicine - Laconia, NH - September 2016 to Present

Obtaining patient vital signs, performing EKG'S, administering vaccinations, returning patient phone calls and reporting labs to patients, and assisting with in-office procedures as necessary.

Personal Care Attendant

Cerebral Palsy Association - Cerebral Palsy of Massachusetts - September 2013 to September 2014

> Assist client with activities of daily living
> Light housekeeping
> Meal preparation
> Monitoring for decline in activity and endurance
> Monitor blood glucose levels

Charge Nurse

Wingate - West Springfield, VA · October 2011 to September 2013

Providing direct patient care to post acute patients requiring skilled nursing. Serving as a patient advocate and recognized for patient satisfaction. Monitoring patient conditions and changes in condition and alerting providers to these changes. Developing and implementing patient care plans as they relate to patient care needs. Caring for Hospice patients and their families, assuring that they are comfortable as they pass on. Obtaining vital signs as well as lab reports and interpreting them as they pertain to patient care needs. Ability to multitask and prioritize patient needs to deliver excellent patient care. Providing patient education to patients and families as it pertains to their care needs when they go back into the community.

Medical Assistant

Riverbend Medical Group - Chicopee, MA - March 2007 to September 2008

Providing excellent customer service and patient care
➢ Accurately recording patient information into the EMR
➢ Knowledge of Epic computer system
➢ Patient confidentiality and adherence to HIPPA

EDUCATION

Bachelor of Science in Nursing

American International College - Springfield, MA
May 2011

Certificate in Medical Assistant

Holyoke Community College - Holyoke, MA
May 2006

SKILLS

Excellent interpersonal skills; and am familiar with various EMR's; Ability to work independently as well as be a team player

AWARDS

Phi Theta Kappa Honors Society

June 2006
Member of Phi Theta Kappa Honors Society. Received membership due to exceptional GPA.

CERTIFICATIONS

Registered Nurse (RN)

August 2011 to July 2018
Registered nurse for state of Massachusetts RN # 2275130

Registered Nurse (RN)

July 2016 to July 2018
Registered Nurse for the State of New Hampshire RN# 074216-21

ADDITIONAL INFORMATION

Accurate assessment of clients, charting via EMR's, ability to perform and interpret EKG's, ability to interpret lab values, and effective communication with other staff. Experience with Microsoft Word, Excel, Power Point

Rebecca A. Brignano

Objective

Needing a career change to working in an office setting again. I would like to work in a place that I feel I am being of value and helping client's/ patient's that I am working with.

Education

- 1996-1997 Northeast Career Schools, Manchester NH- Certified Medical Assistant Degree
- 2004-2008 NHTI, Concord, Did Nursing degree didn't complete
- May-June 2011 Clinical Career training. LLC- Certified Medication Nursing Assistant

Experience

Licensed Medication Nursing Assist/LNA | State of NH, Veterans Home, Tilton, NH | 4/2008-Present

- I do Medication administration to the residents along with logging what I give and how much.
- Perform EKG's, bladder scans, wound & Ostomy care.
- Assist residents with activities that they may go to and daily help of activities ex: (Bathing, dressing, feeding).

Certified Medical Assist/ Medication Bridge Program Assist. | DH-Concord, Concord, NH |7/1997-6/2009

- CMA-checked patient into rooms took vitals before doctor, proceed with office visit.
- Called in script for patients, checked procedures that patient had done to pull reports for doctors.
- Program Assistant- Coordinated medication assistance for patient's that need help getting medication for reduced or low-cost through the pharmaceutical companies.
- Was required to do a quarterly report through Access and Excel spreadsheets that had to be submitted to the Director of DH-Concord. Along with our quarterly meeting of all Medication Bridge Programs.

Customer Service | Honey Dew Donuts | 5/1996-9/1996

- Made coffee so was ready when opened, cleaned kitchen/dishes, floors.
- Process customer orders, made coffee to order. Ran cash register open and closed store.

Teller I/II | First NH Bank|8/1992-1/1995

- Was head teller on weekends helped open/closed bank.
- Balanced drawer, ATM machine, and Vault.
- Processed individual and business deposits/withdrawals, check cashing.
- Customer service when customers asked about different accounts or banking procedures.

References available at time of interview.

Karen Dion

Profile: , Knowledgeable Licensed Nursing Assistant/Medical Assistant with more than 9 years in the healthcare field looking to be involved closer to my community.

Skills Summary:

Self Motivated
Exceptional Math Skills
Great Problem Solving Skills
Creative Thinker
Proficient Multi-tasker

Experience:

2012-2014 Concord Hospital Concord, NH

Licensed Nursing Assistant, 4 East Medical/ Oncology Unit

- Caring for and assisting patients' with their personal care while encouraging their independence
- Obtaining and charting vital signs, blood glucose tests, EKGs, as well as specimen collection
- Reporting to my RN any changes in appearance, behavior, or abnormal vital signs
- Maintaining the highest respect for patients' privacy
- Member of the Unit Practice Council, finding ways to keep our practices safe and efficient while putting the care and comfort of our patients' and their families first

***2006-2012 Concord Hospital** Concord, NH*

Ambassador, Food and Nutrition Services

- Acting as a liaison between nutrition and clinical aspects of patient care
- Assessing patient need such as providing assistance making decisions pertaining to the diet ordered by the physician
- Responding to needs of patients regularly throughout the day, while maintaining workflow between and during meal times
- Notifying nursing and/or dietician of any noticeable changes in patient behavior or major changes in appetite

***2007-2010 Concord Hospital** Concord, NH*

Rehab Aide, Inpatient Rehab Services

- Assisted P/T and O/T when needed to walk or transfer a patient
- Offered assistance doing ADL exercises
- Provided patients with assistive devices when ordered by P/T or O/T

- Attended Discharge Planning Meetings
- Processed P/T and O/T consults ordered by the physician
- Updated patient charts with information given by the P/T or O/T

2005-2006 Manpower Staffing Agency *Concord NH*

Hot Food Server, Concord Hospital

- Setting up and serving hot meals to visitors and employees of Concord Hospital
- Responsible for maintaining a clean and safe work area at all times
- Setting up salad bar, making desserts, cutting up veggies and fruits, and displaying attractively
- Providing a positive and friendly experience for visitors and employees

Education

2012 ***American Red Cross,*** *Concord NH*

Licensure: Licensed Nursing Assistant

2003 ***Hesser College,****Concord NH*

Diploma: Medical Assisting

Tricia Furbish

Authorized to work in the US for any employer

WORK EXPERIENCE

Waitress

405 Pub and Grill - Laconia, NH - 2015-03 - Present

Provide professional service in a fun atmosphere. Greet tables, supply specials when available, take food and beverage orders, and ensure customers satisfaction. I also work as a team player in keeping the restaurant clean and completing necessary side work. I help cover shifts when necessary.

Medical Assistant

LRGHealthcare - Laconia, NH - 2001-05 - 2017-06

Greeted patients and registered them in the EMR system making sure all personal information and insurance information was up to date. I answered phones, scheduled patient appointments as well as forwarded messages to the appropriate staff member. I also had personal contact with the patients interviewing them for an appointment, vital signs, set up for office procedures, stocking rooms, provided child and adult immunizations, assisted providers with procedures, and renewed prescriptions per office protocol.

EDUCATION

Associates degree in business management in Accounting, Management

University of New Hampshire-Main Campus - Durham, NH
1990-08 - 1992-05

SKILLS

CPR, AED training, EMR, Immunization administration, Patient care and compassion

CERTIFICATIONS/LICENSES

CPR/AED

2016-05 - 2018-05
Attended a CPR/AED certification class

ADDITIONAL INFORMATION

I am a hard worker and willing to help anyone and learn new tasks. I'm organized and a team player.

Sara Garland, CMA

Career Objective

Seeking the opportunity to work in a reputable medical office where I can apply my skills and knowledge to provide optimal patient care.

Skills

- Excellent communication with patients and coworkers. Strive to apply a team approach for the best patient care possible.
- Proficient with clinical requirements and procedures within my scope of practice.
- Ample knowledge of medical terminology and anatomy and physiology of the human body.
- Ability to multitask and prioritize.
- Computer skills including all current Microsoft Office products and EMR's, specifically e-MD's and EPIC.

Experience

Certified Medical Assistant **2/18/13 - 2/11/14**
Mid-State Health Center – Family Practice/Internal Medicine Plymouth, NH

- FQHC providing Internal Medicine, Family Practice and Behavioral Health care to a patient population of more than 11,000.
- Clinician support, obtaining and documenting vital signs, EKG's, PFT's, phlebotomy, and immunizations. Performing CLIA waived lab tests and preparing specimens for lab send out. Assisting with outpatient procedures, observing sterile technique.
- Notifying patients of lab and imaging results, coordinating patient care with outside facilities, medication reconciliation and prescription renewals.
- Training new employees and cross training established employees, overseeing medical assistant students. Participating in interviews with potential employees.

Certified Medical Assistant **9/26/11 – 2/15/13**
Dartmouth-Hitchcock Medical Center – Orthopaedic Department Lebanon, NH

- Large orthopaedic practice with divisions in general orthopaedics, trauma, total joint replacement, sports medicine, pediatric orthopaedics and specialists in upper and lower extremity orthopaedics.
- Clinical skills performed include rooming patients in a timely manner while gathering information for their visit, medication and allergy reconciliation, obtaining and recording vital signs. Suture and staple removal, cast removal, assisting clinicians with procedures such as intra-articular steroid injections and general clinician support.
- Day-to-day work requires using electronic medical records, telephone skills and general office skills such as making copies and faxes.

Certified Medical Assistant **7/14/08 - 9/16/11**
Mid-State Health Center – Family Practice/Internal Medicine Plymouth, NH

- As described above.

Education

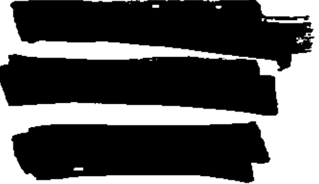
Medical Assistant Diploma Program – 3.92 GPA
Hesser College, Concord Campus **11/2007 - 5/2008**

Certifications

- Certified for CPR, First Aid and AED.
- AAMA Certified

♦ **References provided upon request** ♦

KIMBERLY A. INGRAM



June 2015-Present Gilford Physical Therapy and Spine Center

Customer Service/Insurance Verification

Customer Service duties include: Patient intake, patient registration, scheduling appointments, collecting co-pays, answering phones.

Insurance verification duties include: verifying insurance eligibility and benefits specifically for physical therapy; determining if prior authorization is needed; working knowledge of various insurance plans and requirements for physical therapy visits; tracking patients visits to extend authorization if needed.

Other duties include, checking therapist exam rooms for needs such as cleaning, laundry, linen re-stock, opening and/or closing facility. I have also covered for billing manager by making weekly deposit and posting insurance payments.

August 2014-June 2015 Lakes Region General Hospital

*Insurance verification/Pre-registration

Insurance verification duties include: verifying insurance eligibility and benefits of all patients admitted to Lakes Region General Hospital and Franklin Regional Hospital. Determining correct insurance provider for behavioral health patients. Contacting insurance providers to obtain authorization for patient admission and/or procedure. Working closely with health care managers and providers with Lakes Region General Hospital and Franklin Regional Hospital to provide correct information to insurance company, in a timely manner, in order to obtain authorization.

Pre-registration duties include: verifying insurance for all patients scheduled for outpatient procedures; Mammograms, Pulmonary function test, Cardiograms. Contacting patient to verify and update demographic information. Determine patients out of pocket costs and offer PAP; Patient Advantage Program, offering discount for prior authorization payment. Take calls and register patients for lab work and/or x-rays.

Sept.2011-August 2014 New Hampshire Orthopaedic Center, Nashua, NH

*Receptionist/Call Center/Disability Dept.

Receptionist duties include: registering new patients; setting appointments; entering patient data accurately; check-in/check-out of patients; assist patient with appropriate paperwork; collect co-pays; scan and attach needed paperwork to patient charts; assist clinic with needed patient information; set up payment plans for self-pay patients; set up nursing home cases; be available to assist workers comp. dept.; work independently at satellite office.

Call Center duties include: determine provider for new patient/injury; register new patient; confirm/change appointments; direct calls to appropriate department.

Disability Dept. duties include: complete patient disability paperwork in a timely manner; answer phone calls directed to disability dept.; communicate with providers for clarification on patient treatment plans.

Sept.2006-Sept. 2011 Hudson School District Hudson, NH

*1:1 Special Education Paraprofessional

Paraprofessional duties include: accommodate or modify class lesson to meet student's IEP; work closely with special education teacher and classroom teacher regarding student's needs and progress; provide support socially for student according to IEP; maintain student's and family's privacy

Sept.2006-Sept. 2011 Home Health and Hospice

*Homemaker

Homemaker duties include: light housework; running errands; grocery shopping; visiting with clients and their families.

Sept.2001-June 2006 Nashua School District Nashua, NH

*1:1 Special Education Paraprofessional

Paraprofessional duties include: accommodate or modify lesson to meet students IEP and physical needs; work closely with occupational and physical therapist to maintain students physical needs; assist student in all physical activities throughout school day; learn assistive communications device to assist student with communication; maintain student's and family's privacy.

Education

Plymouth State College; Graduated 1979 Bachelor Degree Elementary Education

Kelly Ladouceur

Medical Assistant

EXPERIENCE

LRGH, Moultonboro Family Health Care— *Medical Asst*

June 2013 - PRESENT

Phlebotomy, prepare patient rooms for evaluation, stock medical supplies, facilitate medication refills following protocols, take medical history, all vitals including; pulse, blood pressure, temperature, prepare and administer vaccines and injections.

Huggins Hospital, Surgical Specialities (General Surgery, Orthopedic Surgeons, Gynecology) — *Medical Assistant*

November 2011 - June 2013

Phlebotomy, prepare patient rooms for evaluation for procedures (as well as assist with various procedures), stock medical supplies, facilitate medication refills following protocols, take medical history, all vitals including; pulse, blood pressure, temperature, prepare and administer vaccines and injections.

Frisbie Memorial Hospital, Rochester Family Practice — *Medical Asst*

December 2009 - November 2011

Phlebotomy, prepare patient rooms for evaluation for procedures (as well as assist with various procedures), stock medical supplies, facilitate medication refills following protocols, take medical history, all vitals including; pulse, blood pressure, temperature, prepare and administer vaccines and injections

EDUCATION

Hesser College, Concord — *Medical Assistant Program*

February 2009 - September 2009

Thomas School of Business, Pembroke — *Executive Assistant Program*

May 1994 - December 1994

Laurie Ann Terwilliger

QUALIFICATIONS SUMMARY

- Strong interpersonal, communication and presentation skills
- Clinical experience with nutrition care plans, electronic documentation, and coordination of patient care with hospital staff
- Demonstrated ability to work independently and as a positive team member
- Registered Dietitian and Master of Science Degree

DIETETIC INTERNSHIP

Keene State College, Keene, New Hampshire. September 2014 - August 2015

Clinical Rotation *Concord Hospital, Concord, New Hampshire*

- Provided medical nutrition therapy based upon patient screening, assessment, lab and electronic and paper chart reviews.
- Implemented evidence-based nutrition interventions including nutritional supplements and patient education.
- Worked with medical staff to provide appropriate nutrition care plans and referrals to community services.
- Provided diet education as needed, led daily inpatient congestive heart failure group education classes.
- Served two-week staff relief on Cardiac unit.

Community Rotation

- Developed and implemented nutrition education to diverse community populations including children in afterschool programs, adults in a drug rehabilitation home, and seniors in a senior center and a diabetes support group program.
- Provided counseling to clients in urban WIC clinic.
- Designed diabetes prevention display for senior retirement expo. Provided information for the public and encouraged participation in a prediabetes program.
- Designed handouts and power point presentations for use with diabetes prevention classes and heathy eating on a budget.

Food Service Rotation

- Managed menu planning, recipe development, production and organization of 1-day *Go Red for Women* special event for Northeast Rehabilitation Hospital in Salem, NH.

PROFESSIONAL EXPERIENCE

Adjunct Professor Manchester Community College and New Hampshire Technical Institute.
Manchester and Concord, New Hampshire (2004-2006, 2013-2014)

- Instructed classes in Anatomy & Physiology I/II and Human Biology. Developed lecture and lab teaching materials.

Nutrition Assistant Havenwood-Heritage Heights Retirement Community.
Concord, New Hampshire (2012-2013)

- Worked with Registered Dietitian and nutrition staff to provide therapeutic diets for residents with individual medical needs. Obtained menu selections from residents and ensured food choices aligned with diet restrictions. Checked food trays for accuracy.

Gleaning Coordinator NH Gleans, Farm to School Program
Durham, New Hampshire (Summer/Fall 2013)

- Initiated pilot program in the Kearsarge-Andover region connecting surplus farm produce with food pantries, community kitchens and schools.
- Coordinated volunteers, developed relationships with farmers and recipient organizations. Organized logistics of gleaning, donations, deliveries, media, and donation events.

Middle School Science Teacher Goshen-Lempster Cooperative School
Lempster, New Hampshire (2006-2011)

- Instructed 5th-8th grade students in science and 7th-8th grade students in math. Developed instructional materials covering all science topics. Managed budget, inventory and ordering of lab materials.
- Demonstrated classroom management skills, provided support and instruction to students with diverse learning, emotional, and physical needs.
- Member of multistate science educator team that developed new curriculum.

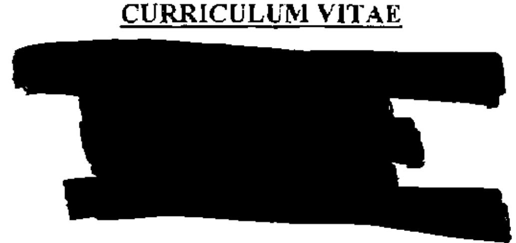
MEMBERSHIPS AND CERTIFICATIONS

Registered Dietitian, 2015
Academy of Nutrition and Dietetics
Member, 2013-present
Diabetes Care and Education Dietetic Practice Group 2014-present
Oncology Nutrition Dietetic Practice Group 2014-present
ServSafe Certified, 2012-present

EDUCATION

Dietetic Internship	Keene State College. Keene, NH	2015
DPD Program	University of New Hampshire. Durham, NH	2014
M.S. Zoology	Washington State University. Pullman, WA	1984
B.S. Zoology	San Diego State University. San Diego, CA.	1980

CURRICULUM VITAE



EXPERIENCE:

September 2009 – present — Associate, Internal Medicine
Geisinger Medical Group
Lewistown, PA
Outpatient primary care provider

Duties:
- Accept and establish new patients
- Conduct hospital admission/ rehab follow up visits and routine visits with emphasis on preventive medicine
- Manage patients with complicated, multiple chronic medical problems
- Document patient data using EMR (Epic)
- Communicate with specialists and other providers mainly via EMR, at times using web based "ask a doc" service
- Use secure electronic messaging to communicate with patients
- Maintain excellent bundle scores consistently
- Mentor staff including PA-Cs
- Work with patient centered medical home team to manage complicated patients who need close monitoring
- Managed patients at Ohesson skilled nursing facility during the first 2 years

July 2009 - August 2009 — Vacation

July 2008 - June 2009 — Staff/ fellow in General Internal Medicine
Geisinger Medical Center
100 N. Academy Avenue
Danville PA 17822

Duties:
- Mentor internal medicine residents at Dickey outpatient clinic, Geisinger Medical Center, Danville, PA
- Function as an outpatient care provider at the same facility
- Round with residents as the attending physician, leading general internal medicine consultation team
- Evaluate general internal medicine residents
- Round in affiliated nursing home

July 2005 to June 2008 — Resident Department of Internal Medicine

	St. Agnes Hospital 900 Caton Avenue Baltimore MD 2122
June 2005	Residency Orientation St. Agnes Hospital 900 Caton Avenue Baltimore MD 2122
August 2004 to May 2005	Student in the Advance Program St. James School of Medicine 4433 W. Touhy Avenue, Suite 368 Chicago IL 60712
July 2004	Vacation in Sri Lanka
April 2000 to June 2004	Director of Research MODEL Clinical Research, 6565 N. Charles Street, Suite 411 East, Baltimore, MD 21204 (Current Address: 6535 N. Charles Street, Suite 400 Towson MD 21204)
July 1999 to March 2000	Clinical Research Coordinator Mersey Clinical Research, 6565 N. Charles Street, Suite 411 East, Baltimore, MD 21204
January 1998 to June 1999	Established residence after migrating to USA. Studied for USMLE
January 1995 to December 1997	Medical Officer Sri Jayawardenepura General Hospital, Sri Lanka.
July 1992 to December 1994	Childrearing
July 1991 to June 1992	PGY-I Resident Good Samaritan Hospital, Baltimore, Maryland.
February 1988 to June 1991	Migrated to USA. Studied & completed ECFMG & FLEX Obtained ECFMG certification
May 1985 to January 1988	Medical Officer, District Health Unit Baddegama, Sri Lanka.
January 1985 to May 1985	Resident Medical Officer (Pediatrics) Government Hospital, Kalutara, Sri Lanka.

January 1984 to January 1985	Intern Medical Officer Internal Medicine and Gynecology & Obstetrics Government Hospital, Kalutara, Sri Lanka

EDUCATION AND LICENSES:

December 1983	M. B. B. S. University of Colombo, Sri Lanka.
January 1985	Registration with the Medical Council of Sri Lanka.
July 1989	Completed FMGEMS
December 1990	Completed FLEX (Pennsylvania)
January 1991	ECFMG permanent certification
June 1992	Intern Certificate in Internal Medicine
June 2002 December 2003	USMLE Step 2 USMLE Step 1
June 2005	Doctor of Medicine Saint James School of Medicine
December 2007	USMLE Step 3
June 2008	Pennsylvania State Medical License
August 2008	Board Certification in Internal Medicine
MEMBERSHIPS:	American College of physicians (ACP) – Fellow
	American Association for Physician Leadership - Member
	AMA (American Medical Association) - Member
Community Recognition:	Nominated for Reader's Choice Award for Best Family Doctor by community newspaper - The Sentinel in 2014
CITIZENSHIP:	United States of America
REFERENCES:	Available upon request

Lynne Dugan

RN

Bedford, NH

I am seeking to begin my career as a Family Nurse Practitioner upon my graduation in May 2013 from the Family Nurse Practitioner Program at Rivier University.

Work Experience

Willowbend Family Health Care

Willowbend Family Health Care

-

Bedford, NH

Internship with Victoria Blight, ARNP

GRADUATE CLINICAL EXPERIENCE

Willowbend Family Practice/Catholic Medical Center – working in conjunction with Victoria Blight, APRN.

Suncook Family Health Care – working in conjunction with Leah Cadigan-Paquette, APRN

I obtain medical histories, conduct head-to-toe physical examinations for children and adults, order immunizations, conduct illness management and order referrals, order and interpret laboratory and diagnostic studies, prescribe medications for acute and chronic conditions, counsel and educate patients on reducing risk factors for illnesses, self-care skills, and treatment options. I have gained proficiency in two different primary care computer systems, the ClinicalAdvisor and Centricity Practice Solutions.

Suncook Family Health Care

Suncook Family Health Care

-

Allenstown, NH

internship with Leah Cadigan-Paquette, ARNP

GRADUATE CLINICAL EXPERIENCE

Willowbend Family Practice/Catholic Medical Center – working in conjunction with Victoria Blight, APRN.

Suncook Family Health Care – working in conjunction with Leah Cadigan-Paquette, APRN

I obtain medical histories, conduct head-to-toe physical examinations for children and adults, order immunizations, conduct illness management and order referrals, order and interpret laboratory and diagnostic studies, prescribe medications for acute and chronic conditions, counsel and educate patients on reducing risk factors for illnesses, self-care skills, and treatment options. I have gained proficiency in two different primary care computer systems, the ClinicalAdvisor and Centricity Practice Solutions.

RN

Manchester Allergy

-

Manchester, NH

Various duties as Registered Nurse, including performing telephone triage, administering immunotherapy injections, allergy skin testing, assisting with patient flow, calling in prescriptions, documenting in patient files, and maintaining patient records. The position requires sound judgment and analytical skills for appropriate telephone assessment and triage of patients in distress.

Registered Nurse

Maxim Health Care

September 2012

Part time assignments have ranged from home care of pediatric patients in need of ventilator and tracheostomy care to administering flu vaccines at health fairs and flu shot clinics, to performing basic health screenings and education at wellness clinics.

Clinical Nurse II

Elliot Hospital ICU

September 2010

Perform the duties of a registered nurse in caring for acutely ill, medically complex patients with a range of disorders, often including respiratory failure and multi-system organ failure. In this position I have honed my assessment skills by performing a thorough head-to-toe assessment of each body system for every patient twice a shift. In addition, I have managed many patients on ventilators, patients with tracheostomies and peg tubes. I have managed complex titration of sedation and cardiovascular medication drips to maintain patient comfort, while closely monitoring patient response to preserve blood pressure and other vital signs at or close to normal ranges. I successfully manage hourly insulin drip titration, sometimes for multiple patients. I frequently manage patients placed on heparin drips, which must be adjusted according to a protocol based on the patient's partial thromboplastin time. These patients must be closely monitored or signs and symptoms of bleeding, as well as monitoring for any additional thrombotic events. I must frequently administer rapid fluid boluses as needed for septic patients based on patient urine output and/or cardiovascular indicators, such as blood pressure and central venous pressure. I have performed thorough, hourly neurological assessments on stroke and craniotomy patients to detect subtle but important changes in patient condition. I have cared for GI bleed patients, monitoring signs of bleeding, blood pressure changes and hemoglobin and hematocrit levels. This position required clear communication and frequent updates with physicians and other members of the care team, including respiratory therapists and pharmacists, to ensure coordinated and high quality care for patients. The position also requires sound judgment, accurate administration and titration of medications, and the ability to communicate and work well with others on the medical team.

Education

Masters

Rivier University

Associate in Nursing

Manchester Community College

Russell A. Howard

Objectives

Flexible, self-motivated, and highly organized Family Nurse Practitioner seeking a position serving a medically underserved rural community. I desire to be part of a multi-disciplinary health care team dedicated to strengthening the health of my community.

▼ Licenses

Family Nurse Practitioner
License # NH-063573-23

Registered Nurse, NH
License # 063573-21

Current BLS Certification
Current ACLS Certification

▼ Education

Masters in Science in Nursing, FNP
University of New Hampshire
5/17/2013

Associate in Science in Nursing
River Valley Community College
Claremont, NH: May 2010

Bachelor of Arts in Integrative Studies: Textile Design
Prescott College
Prescott, AZ: 1995

▼ Affiliations

American Association of Nurse Practitioners
ID# 13041650

American Nurses Association
ID #80070856

▼ Nurse Practitioner Skills

- Appraise life-threatening emergencies and manage crises until assistance is available.
- Diagnose and treat acute and chronic health care issues using the process of differential diagnosis and evidence-based guidelines
- Provide age appropriate health screening and anticipatory guidance
- Obtain specialist care for patients while remaining the primary care provider
- Collaborate as a member of an interdisciplinary team and work as an autonomous primary care provider
- Consistently apply a community-oriented primary care perspective in family practice
- Consistently provide culturally congruent and sensitive primary care

▼ Clinical Rotations

- **Internal Medicine Rotation: (256 hours)** 2013
  New London Hospital, New London, NH
- **Pediatric Rotation: (80 hours)** 2013
  Monadnock Pediatrics, Peterborough, NH
- **Pediatric Rotation: (168 hours)** 2012
  Coos County Health Clinic, Berlin, NH, Live Learn and Play, NH
- **Occupational Health Rotation: (30 hours)**
  Monadnock Occupational Health, Peterborough, NH 2012
- **Family Medicine Rotation: (168 hours)** 2012
  Elliot Family Practice at Bedford Village, Bedford NH

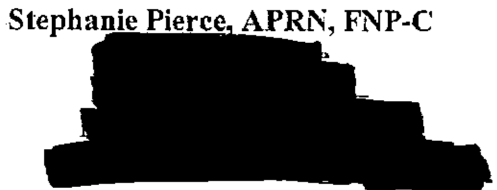
▼ Supervisory Experience

- Directly supervise up to 22 employees.
- Collaborate interdepartmentally to determine status of projects and achieve mutual goal
- Create master schedules and gantts to establish sequence and lead times of operations.
- Prioritize and delegate tasks, priorities and interventions.
- Respond to worker's requests to resolve issues including safety, quality and productivity

▼ Professional Experience

- **ARNP:** Genesis Physician Services: Keene, NH 12/2013 - 9/2015
- **RN:** Genesis Healthcare, Pheasant Wood : Peterborough, NH 9/2010 - 12/2013
- **Skilled Unit Manager, RN:** Genesis Healthcare, Pheasant Wood Peterborough, NH 8/2011-3/2012
- **Department Manager:** Warwick Mills Inc., New Ipswich, NH 4/2005 - 8/2011

Stephanie Pierce, APRN, FNP-C



OBJECTIVE: To work as a Family Nurse Practitioner in a team environment delivering evidence based care and compassionate family focused care across the age continuum.

EDUCATION

- **University of New Hampshire**, Masters of Science in Nursing, Family Nurse Practitioner tract. 2013-May 2015.
- **University of New Hampshire,** Bachelor of Science in Nursing May 2004, Graduated Magnacumlaude
- **Raymond High School,** High School Diploma 1999, National Honor Society

EXPERIENCE

- **HealthFirst Family Care Center, Laconia, NH site: Family Nurse Practitioner,** September 2015 – Present
  Full-time FNP caring for my own patient panel, using evidence based practice to assess, diagnose, and treat patients of all ages, including same day acute visits to scheduled visits for chronic disease management.
- **MAS Medical Staffing,** January 2010 – September 2015
  Per Diem RN working a variety of shifts at various facilities while attending graduate school full-time and raising my children.
- **Belmont Elementary School, School Nurse** August 2007 – June 2010
  Cared for 500+ students in the management of first aid, communicable conditions, accident prevention and chronic health conditions in the school setting. Trained and certified 75 staff members in AHA first aid/CPR.
- **Manchester Health Department, School Nurse** August 2006-June 2007
  Full-time float school nurse working with pre-school through high school students in all of the Manchester, NH public schools.
- **YMCA Camp Lincoln, Camp Nurse** Summer June-Aug 2006 & 2007
  Attended to all health care needs of 400+ campers and staff members following standard Doctor's orders. Administered daily medications, trained and educated staffing in first aid as well as emergency procedures.
- **Timberlane Regional Middle School, School Nurse,** August 2005 – June 2006
  Assessed and prioritized care for sixth through eighth grade students with medical illness/injury. School population 1200+. Participate in co-writing student's individual health plans and 504 plans as needed. Participated in weekly meetings to address the health needs for students and staff. Administered medication daily to students.

- **Registered Nurse at Exeter Hospital, Staff Nurse,** May 2004 – August 2006
  Staff nurse on a Medical/Surgical sub-acute floor caring for medical patients, surgical patients, and palliative care patients and their families.

Practicum Experience for FNP:

- **Pulmonary and Critical Care Medicine, Lakes Region General Hospital:** 168 hours providing initial intake assessments and original diagnostic work-up, testing and evaluation of patients referred for pulmonary consult. Provided assessment and treatment of COPD and Asthma patients, adjusting medications, and interpreting labs and screening tools such as pulmonary function tests. Observed provider rounds in the ICU.

- **Westside Healthcare, Lakes Region General Hospital:** 60 hours working with a family doctor doing complete physical exams on adults and children. Assessing, diagnosing and suggesting treatment and follow-up of same day acute visits.

- **Minute Clinic, CVS:** 90 hours of retail clinic experience performing assessment, diagnosis, treatment, and suggesting follow-up care to low acuity patients, ages 18 months – older adult.

- **New London Family Medicine, New London Hospital:** 90 hours of evidence based family practice care including chronic disease management, complete physical exams with suggested screenings of adults and elderly, well child checks from newborn to older adolescents, woman's health visits including pelvic exams with PAP testing performed, as well as assessing and treating acute illnesses and injuries.

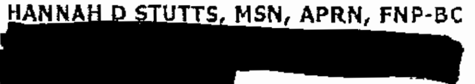
- **Riverside Pediatrics and Primary Care:** 330 hours providing evidence based care to families of all ages. Assessing, differential diagnosis, treatment, plan, and follow-up done independently for 8-12 patients daily. This experience also included chronic disease management and follow-up appointments, complete physical exams of adults, well child checks, lab interpretation, and woman's health management and acute episodic visits. Skills performed included cryotherapy to warts, suture removal, basic radiology interpretation, and pelvic and GYN exams.

- **Joan G. Lovering Health Center:** 3 evening shifts focused on sexual health, STI testing and treatment, male and female GU/GYN exams, as well as contraception management.

QUALIFICATIONS/ACHIEVEMENTS

- **APRN active license NH**
- RN compact license in NH since 2004
- AHA BLS for Healthcare provider
- Active member Sigma Theta Tau International
- Recipient of Together We Care Nurse Practitioner Scholarship 2014

HANNAH D STUTTS, MSN, APRN, FNP-BC



CREDENTIALS

License, State of New Hampshire

APRN license: 059802-23, exp 11/11/17

RN license: 059802-21, exp 11/11/17

DEA license

MS2899839, exp 2/29/19

Board Examination: American Nurses Credentialing Center
Family Nurse Practitioner, exp 03/20/18

BCLS and ACLS current licensure

PROFESSIONAL SUMMARY

Nurse Practitioner — Site Manager: Gloria Guzman
Welchec for Semler Scientific, varying locations
10/2015-12/2015

- Worked extensively with clients from the Medicare population providing targeted referral and diagnostic testing for chronic and newly identified conditions as well as completing all required aspects of the Annual Wellness Visit.

Nurse Practitioner — Manager: Liz Kantowski
Health First Family Care Center, Laconia, NH — -12/2015-present

- Family Nurse Practitioner, performing all duties of primary care in a Federally Health Qualified Center providing care to those of a vulnerable health position.

Registered Nurse — Director: Megan Gray
Portsmouth Regional Hospital — 12/2015-present

- Per Diem staff nurse on the IMCU and IVCU providing bedside care to pre and post open heart and cardiac catheterization clients. Duties including sheeth removal and management of complex cardiac drips.

Registered Nurse — Manager:Lyn Beckman
Concord Hospital, Concord, NH — 07/2008-12/2015

- Highly skilled career professional with more than 5 years practical experience in the acute care environment with a focus on medical/surgical, telemetry and pulmonary disease
- Served as a preceptor and mentor for student nurses, as well as newly graduated and new hire staff nurses.
- Computer skilled, managing heavy daily patient volume including serving as shift resource person
- All areas of major and minor surgical and medical procedures performed in hospital environment including care of the mechanically ventilated patient.

CLINICAL EXPERIENCE

Family Practice — 01/12-05/12
Rochester Hills Family Practice with Kathleen MaClean, APRN
Rochester, NH

Urgent Care — 06/11-09/12
South Berwick Walk-In Clinic with Janet Meegan, APRN
South Berwick, ME

Pediatric Emergency Care 08/11
Elliot Hospital with Dr. Michael Witt
Manchester, NH

Family Practice 01/11-05/11
Portsmouth Family Practice with Dr. Ellen Bernard,
Portsmouth, NH

EDUCATION

Masters of Science, Nursing 2012
University of New Hampshire, Durham, NH

Bachelors of Science, Nursing 2008
University of New Hampshire, Durham, NH
Magna Cum Laude

AFFILIATIONS

Sigma Theta.Tau 2007-present

Brooke Johnson

Nurse Manager - Midstate Health Center

WORK EXPERIENCE

Nurse Manager

Midstate Health Center - Plymouth, NH - 2011-08 - Present

overseeing medical assistants, triage, coumadin clinic management, wound care, immunization management.

LPN (Licensed Practical Nurse)

Belknap County Nursing Home - Laconia, NH - 2012-02 - 2016-01

Medication administration, patient skilled assessment, care plan review, LNA supervisor.

LPN

LNA - Laconia, NH - 2006-01 - 2011-08

Patient care, 2nd shift supervisor, medication pass, patient assessment.

ADDITIONAL INFORMATION

- 7 years' experience in long term care facility.
- 6 years' experience in office setting.

Douglas Cowles

SKILLS:

- Advocacy
- Case Management / Planning
- Conflict Resolution
- Crisis Intervention
- Documentation/Record Keeping
- Sales
- Customer Service
- Multicultural
- Business Acumen
- Strategic Thinking
- Computer Proficient
- Time Management
- Policies and Procedures
- Team Player

TRAINING:

- IPS Supported Employment Practitioners
- Illness Management and Recovery
- Dialectical Behavioral Therapy
- Nonviolent Crisis Intervention
- Suicide "Postvention"
- Ethics for Professionals in Community Mental Health Agencies
- SMART Goals
- Diagnostic Statistical Manual V
- Motivational Interviewing
- Cultural Sensitivity

PROFESSIONAL EXPERIENCE:

Community Case Manager 2016-Present
Genesis Behavioral Health, Plymouth NH

- Provides broad based case management services for clients with serious mental illnesses.

Housing Staff (PT) 2015-2106
Genesis Behavioral Health, Laconia NH

- Supports clients with serious mental illnesses in transitional housing through active listening, functional support, med prompts, case management, and conflict resolution guidance.

Employment Specialist 2015-2016
Genesis Behavioral Health, Laconia NH

- Community-based Employment Specialist supporting clients with serious mental illnesses realize their educational and vocational goals.

Senior Buyer 2014-2015
Dartmouth Hitchcock Medical Center, Lebanon NH

- Sourced and negotiated purchasing contracts in conjunction with customer requirements and cost saving objectives of the hospital.

Business Owner/Manager 2008-2013
The Fine Carpet/Asian Antique Gallery, Meredith NH

- Established and managed an online/store front retail business.

Director SE Asia, ITW Singapore 1994-2007
Texwipe Singapore LLC, Tagore Lane, Singapore

- Managed all aspects of the Asia Pacific regional manufacturing office. Key responsibilities included: sales, marketing, key account management, customer service, purchasing/logistics, product development, technical support, P&L.

EDUCATION:

Psychology, BS
Tufts University, Medford MA

Intensive Management Certificate
The Leadership Trust, Herefordshire, UK

Marc Moawad

Licensed Marriage and Family Therapist (LMFT# 97372)

I am a Licensed Marriage and Family Therapist with training and experience including; three years therapy in schools (grades K-12), two years with low income and county funded mental health, a year and a half within hospital outpatient therapy, and four years in a private practice treating traumatic brain injuries, impairments due to various functional limitations, and military veterans with trauma exposure. Additional experience includes eight years of administration, and ten years of management experience, and eight years honorable service in the United States Marine Corps.

Willing to relocate: Anywhere

Authorized to work in the US for any employer

WORK EXPERIENCE

Licensed Marriage and Family Therapist

Terkensha Associates - Sacramento, CA - 2017-01 - 2017-07

Conduct clinical assessments, diagnose mental health disorders, develop comprehensive treatment plans and provide direct therapy for children, young adults and families in a community based treatment setting. Utilized evidence-based interventions including trauma-informed therapy, cognitive behavioral therapies, and crisis assessment and treatment.

-Coordinate with caregivers, teachers, psychiatrists, medical staff, CPS and county workers, and members of community.

-Participate in treatment and discharge planning activities, in-service training programs and clinical case presentations.

-Conduct peer review and utilization review and supervisory activities for up to four case managers and behavioral specialists.

-Ensure comprehensive discharge planning and development of aftercare plans.

Psychological Assistant

Advance Counseling Center - Lancaster, CA - 2012-12 - 2016-12

Worked as part of an interdisciplinary team of physicians, psychologists, and psychiatrists to provide specialized treatments including biofeedback, for patients with traumatic brain injuries, impairments due to various functional limitations, and military veterans with trauma exposure. Additionally, prepared written records and statistical representations of outcomes.

Psychological Assistant

Ridgecrest Regional Hospital - Ridgecrest, CA - 2015-01 - 2016-06

Worked with an interdisciplinary team of psychiatrists, medical staff, case managers and community resources to provide outpatient mental health treatment for hospital patients (children and adults). Utilized updated research and best practices using empirical bases interventions to cconduct clinical assessments, diagnose mental health disorders, and develop comprehensive treatment plans.

-Performed other duties as assigned, including but not limited to: maintain client information and electronic health record per HIPAA confidentiality standards, complete clinical documentation in a timely manner, complete authorization and billing forms, provide case consultation, and perform case management.

Behavioral Therapist

College Community Services - Ridgecrest, CA - 2012-08 - 2015-01

Participated with an interdisciplinary team of therapists, psychiatrists, nurse practitioners, and case managers to provide comprehensive treatment for adults, children, groups and families. Conducted therapeutic interviews, developed mental health diagnoses, crated treatment plans, and provided mental health treatment and crisis intervention consultation as needed.

-Evaluate data and identify results of treatment to determine reliability and validity of services.

-Document and maintain medical record according to requirements of company and regulatory agencies.

-Participated in program development and staff in-service trainings, and assisted management staff in training and teaching of case managers and clinical staff (parenting, domestic violence, anger management).

Behavioral Therapist

Outreach Concern - Santa Ana, CA - 2010-09 - 2012-06

Provided psychotherapy for students (K-12) in a school-based counseling, to overcome obstacles that impact academic performance. Provided one-on-one and group therapy.

Administrative Assistant

Argosy University - Orange, CA - 2008-08 - 2010-08

Performed administrative and office support activities for multiple supervisors. Duties included managing telephone calls, receiving and directing visitors, word processing, and creating spreadsheets and presentations.

Executive Administrative Assistant and Office Management

AppleOne Staffing Agency - Orange County, CA - 2006-09 - 2008-06

Provided high-level administrative support by conducting research, preparing statistical reports, handling information requests, and performing clerical functions such as preparing correspondence, receiving visitors, arranging conference calls, and scheduling meetings. Trained and supervised clerical staff as needed.

Administrative Assistant

University of South Florida - Tampa, FL - 2004-08 - 2006-08

Performed administrative and office support activities for multiple supervisors including; managing telephone calls, receiving and directing visitors, word processing, creating spreadsheets and presentations, and filing.

Administrative Assistant/Assistant Veteran Advisor

Pasco Hernando Community College - Pasco County, FL - 2002-08 - 2004-08

Assisted the Veteran Advisor to develop educational plans and provide advising and support to active duty military, veterans, department of defense civilian employees with attaining education and training.

-Performed administration functions including; research, word processing, spreadsheets and presentation software, managing telephone calls, filing, and data entry.

Team Leader/Supervisor (Non-Commissioned Officer)

United States Marine Corps - Camp Pendleton, CA - 1998-08 - 2002-08

Performed intelligence analysis, logistics support, information processing procedures, protective and security services and management, risk management, safety and occupational health, surveillance and monitoring techniques, and conducted work performance evaluation for up to 12 service members.

EDUCATION

Master's in Sport and Exercise Psychology

[illegible] 2018 [illegible] 15 [illegible] 04

American School of Professional.Psychology - Orange, CA
2010 - 2012

Master's in Clinical Psychology
American School of Professional Psychology - Orange, CA
2008 - 2010

Bachelor's in Psychology
University of South Florida-Main Campus - Tampa, FL
2004 - 2006

Bachelor's in Gerontology; Aging Studies
University of South Florida-Main Campus - Tampa, FL
2004 - 2006

SKILLS

Microsoft Office

MILITARY SERVICE

Service Country: United States
Branch: Marine Corps
Rank: Non-Commissioned Officer; E-4
1998-08 - 2006-08

AWARDS

Recommendation for exceptional service in counseling
2013-06
"Recommendation without hesitation for professional competency, openness to learning, and ability to inspire trust in clients". Strong commitment to both organization and individuals worked with". "Great deal of decision-making and independent thinking within diverse culture and socioeconomic client populations". "Ability to deal effectively with situations involving numerous client problems, including communication issues, behavioral problems and conflict". "Demonstrated a desire for continued learning and professional growth".

Exceptional qualifications.
2013-07
Recommendation and award for "exceptional qualifications" of ability to motivate others with competence, and to "collaborate exceptionally with others to complete difficult assignments without need to be micro-managed" "Excellent communication skills and open to feedback and suggestions for improvement"

Teamwork Award
2011-06
"Appreciation for exceptional cooperative effort and service in counseling".

Marine Corps Good Conduct Medal
Award for outstanding performance, based on good conduct and faithful service for continuous active enlisted service.

Meritorious Unit Commendation

The Meritorious Unit Commendation is awarded for exceptionally meritorious conduct in the performance of outstanding service, heroic deeds, or valorous actions.

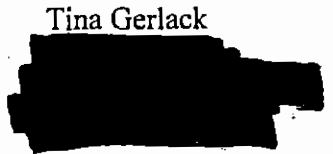
National Scholars Honor Society
2007
Awarded for "excellence in scholastic achievement".

Please note: I will happily provide proof of awards upon request.

CERTIFICATIONS/LICENSES

Marriage and Family Therapy
2016-12 - 2018-03

Tina Gerlack



JOB OBJECTIVE: Seeking an office position, to perform at the best of my ability in a professional manor.

WORK EXPERIENCE:

Providian Financial/WAMU
CONCORD, NH
2000-2007
Account Support Specialist

*Processed Adjustments received from FRB districts
*Processed adjustments for ACH transactions via website clearing bank.
*Reconciled FRB statements
*Processed General ledgers
*Rectified customer credit card accounts
*Developed procedure manuals
*Helped develop a database
*Trained associates

MERRIMACK COUNTY SAVING BANK
CONCORD, NH
1998-2000
Bank Teller

*Assisted Supervisors
*Processed payroll deductions
*Audited associates cash drawers
*Balanced ATM
*Audited vault
*Assisted customers
*Trained new tellers

HOBART TAFA TECHNOLOGIES, CONCORD, NH
1992-1993
Purchasing Clerk

*Placed purchase orders *Expedited purchase orders
*Obtained and faxed blueprints *Filing *Data Entry

HEALTHFIRST FAMILY CARE CENTER
FRANKLIN, NH
3/2007-4/2007
Collections

*Process Insurance claims from MedMac to collect payments on accounts that are aged.

EDUCATION: Littleton High School, Littleton NH

Second Start Office Training Program, Concord NH

Attorney General's Office, Concord NH
Four week clerical internship. 1992

REFERENCES: Available upon request.

Curriculum Vitae of

David M. Ferruolo,

BA, MSW, LICSW, MLDAC, ABD

★★1★★

EDUCATION

- **Universities & Conservatories**
  - Plymouth State University
    - Doctorate of Education in Leadership, Education & Community
      - All But Dissertation (ABD)
      - Anticipated Completion date of May 2018
  - University of New Hampshire
    - Master of Social Work. *Suma cum Laude* 3.9 GPA
  - Southern New Hampshire University
    - Bachelor of Arts in Psychology. *Magna cum Laude* 3.7 GPA
  - McNally Smith Conservatory of Music. *Honors Graduate*
    - Technical Certificate in Music Theory, Guitar, and Stage Performance

PROFESSIONAL LICENSES

- Licenses Independent Clinical Social Worker (LICSW)
- Master Licensed Drug and Alcohol Counselor (MLDAC)

EXPERIENCE

- **Health First Family Care** July 2012-May 2013 ~ June 2014-present
  - Clinical Social Worker in Patient Centered Medical Home FQHC. Health First incorporates a collaborative, integrated primary care and mental health model
  - Psychosocial assessments of underserved and marginalized populations
  - Assessment, diagnosis, and treatment of a wide variety of mental illness
  - Daily participation in multidisciplinary collaborations with primary care providers, resource workers, nursing staff, and support workers to insure the best treatment and outcomes for patients
  - Collaboration on policy that directly effects primary and mental health care
  - Supervision of Social Work and Counseling graduate students
- **Horizons Counseling Center/Nathan Brody Program** September 2013 – April 2014
  - MSW/MLADC Intern
    - Duties include: substance use counseling for both intensive outpatient and out patient groups and individuals, drug court treatment team, corrections.
- **Patriot Resilient Leader Institute (501c3)** 2014 -present
  - Facilitator for Adventure Based & Equine Psychosocial Programs for Veterans
  - Development, implementation, analysis and evaluation of programming
- **Ironstone Farm/Challenge Unlimited** 2012-2015
  - Development, implementation, Lead Facilitator for Veteran Equine Program

- **Prescott College, AZ** 2015 - present
  - Graduate student Mentor and adjunct facility for clinical mental health counseling curriculum specializing is equine facilitation
- **Manchester Community College, NH** March 2015 - present
  - Adjunct Professor of Psychology in Associates Degree Program
- **Granite State College** 2015-present
  - Adjunct Professor of Psychology in Bachelors Degree Program
- **Consulting Services** 2005-2012
  - *Life Coaching/Motivational Speaking*
  - *Employee Motivation & Productivity*
  - *Leadership & Team Building*
  - *Success Strategies and Empowerment*
- **United States Navy** (Enlisted) 1985-1990
  - US Navy SEAL: BUDS Class 142; SEAL Team II
- **Philly Closets** 2008-2014 (sold)
  - Founder/President & CEO
    - Full service custom closet and wholesale cabinetry company
- **Trident Mooring, Dock & Barge Company** 1990-present
  - Founder/President & CEO *(www.mooringman.com)*
    - Full service marine construction and diving services company
- **Fathom Divers, Inc.** 1993-2007 (sold)
  - Founder/President & CEO
    - Full service scuba training and outdoor sports retail center

RESEARCH & RELATED PUBLISHING

- Conducting ongoing applied research into the effectiveness of equine assisted psychotherapy with veterans suffering with combat related psychological issues.
  - Ferruolo, D. (2016). Psychosocial equine program for veterans. *Social Work. 61(1):* 53-60. doi: 10.1093/sw/swv054
  - Ferruolo, D. (2015, April). *The Tao of equine facilitation.* PowerPoint presentation at the 12th Gathering on Equine Assisted Learning & Mental Health Practice: Prescott, AZ.
  - Ferruolo, D. (2014). Insights from working with veterans. In: Marich, J. (2014). *Trauma made simple.* Hauppage, NY: Nova.
  - Ferruolo, D & Sollars, D (2013). Horses bring peace to a soldier's heart. *Combat Stress 2(4).* 12-21

Publishing & Writing

- **Articles**
  - Ferruolo, D. (2015). What can you do to help veterans? *Laconia Daily Sun.*
  - Ferruolo, D. (2013). A review of elizabeth gilbert's eat, pray, love and the portrayal of sexuality. In Marich, J. (ed) (2013). *The psychology of women: diverse perspectives from the modern world* (pp. 67-72). Hauppauge: Nova
  - Ferruolo, D. (2011). Cassie's poem. *From A Window.* Shrewsbury. Eber & Wein Publishing
  - Ferruolo, D. (2009). GMC yukon hybrid. *Laconia Daily Sun*
  - Ferruolo, D. (2009). Rediscover concord. *Laconia Daily Sun*
  - Ferruolo, D. (2009). Travel guru: A day trip to Portsmouth. *The Laconia Daily Sun*
  - Ferruolo, D. (2009). Travel guru: Mt Washington valley & the lakes region. *Laconia Daily Sun*
  - Ferruolo, D. (2009). Travel guru: Your own back yard. *Laconia Daily Sun*
  - Ferruolo, D. (2003). Into the deep: The hidden world of NH lakes. *Granite Sports Magazine*
  - Ferruolo, D. (2002). Fathom this. *Resources: Journal of Underwater Education 4*(2) 30-33
  - Ferruolo, D, (2002). Diving treasures of winnipesaukee. *Boating Secrets.* 26-27

- **Books**
  - Ferruolo, D: (2007). Rain saves Christmas. Laconia: MountianLake
  - Ferruolo, D. (2006). Elements of life success. Laconia: MountianLake
  - Ferruolo, D. (2005). Connecting with the bliss of life. Laurel: Echelon

Memberships

- Board of Directors: Patriot Resilient Leader Institute, Gilford, NH
  - 501c(3) focused on Veteran Reintegration, Education, and Wellbeing
- Advisory Board: Combat Wounded, Tampa, FL
  - 501c(3) focused on Veteran Reintegration, Education, and Wellbeing
- Member: National Association of Social Workers
- Member: Psi Chi International Honor Society in Psychology
- Member: Alpha Sigma Lambda Honor Society
- Member: Phi Alpha Social Work Honor Society
- Member: Fraternal Order of UDT/SEAL
- Member: Graduate Students of Social Work

Health First Family Care Center
Staff Name / Title / Qualification
841 Central Street, Franklin NH 03235
22 Strafford Street, Laconia NH 03246

Name	Title	Qualification	Name	Title
Alisha Nadeau	Clinical Service Director	MSN, RN	Lynne Dugan	APRN
Laurie Carpenter	Triage Laconia	LPN	Maggie Salmon	Accounting Assistant
Ami Governanti	Clinical Receptionist		Mark Meau	Mental Health Counselor
Ashley Cote	Behavioral Health Counselor	MSCMHC	Marc Moawad	Behavioral Health Counselor
Catherine Holub-Smith	Pediatrics	APRN, PHD	Melanie Mikels	Referrals
Champa Abeysinghe	Medical Doctor	MD	Michelle Vieu	Triage Laconia
Charlie Douillette	Maintenance & IT	Medical Asst. Diploma	Paul Anctil	Billing Manager
Cynthia Cook	Triage Franklin	RN	Rebecca Brignano	Medical Assistant
Dave Ferruolo	Behavioral Health Counselor	LICSW ,MLADAC	Richard Silverberg	CEO
Diane Amero	Patient Care Coordinator	LPN	Russell Howard	APRN
Donna Toomey	Internal Only Patient Navigator	A. CDA Certified	Sara Garland	Medical Assistant
Greg Sargent	Medical Assistant	RMA	Sharon Lange	Referrals & Reception
Hannah Stutts	APRN	APRN	Sheri Young	Clinical Receptionist
Jiselle Bogardus	Triage Franklin	LPN	Stacey Benoit	Practice Manager
Judy Alkhalldi	Excutive Assistant to CEO	B.Business MGT HRM Certified	Sheryl Russell	Quality Assurance Assistant
Karen Dion	Medical Assistant	CMA	TBH	Billing Specialist
Katie Beaudoin	Admin Medical Asst.	CMA	Stephanie Pierce	APRN
Kimberly Ingram	Clinical Admin Assistant	B. Edu	Susan Gosselin	APRN
Kelly Ladouceur	Medical Assistant	CMA	Tammy Fandel	Medical Assistant
Kristi Bradish	Clinical Receptionist	Computer Technology Certification	Tasha Cross	Clinical Receptionist
Laurie Terwilliger	Registered Dietician	RDN	Ted Bolognani	CFO
Liz Kantowski	HR Director	Certified-HR	Theresa French	HR Assistant
Brooke Johnson	Care Coordinator	LPN	Tina Gerlack	Billing Coder
Greg Cowles	Care Coordinator	B.Psychology Certified-Itensive Mgmt.	Tricia Furbish	Medical Assistant
Nora Janeway	Medical Director	MD	Wendy Hanley	Medical Records
			Wendy Wolski	Medical Records

FORM NUMBER P-37 (version 5/8/15)

Subject: Primary Care Services (RFP-2018-DPHS-15-PRIMA)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Indian Stream Health Center		1.4 Contractor Address 141 Corliss Lane, Colebrook, NH 03576	
1.5 Contractor Phone Number 603-388-2473	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $157,917
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature GREG CULLEY, INTERIM CEO		1.12 Name and Title of Contractor Signatory [signature]	
1.13 Acknowledgement: State of COOS, County of N.H. On 3/28/18, 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] SHARON CLEVELAND, Notary Public My Commission Expires March 26, 2019 [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace SHARON CLEVELAND – NOTARY			
1.14 State Agency Signature [signature] Date: 4/26/18		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: [signature] Megan [illegible] - Attorney		On: 6/5/18	
1.18 Approval by the Governor and Executive Council *(if applicable)* By:		On:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of

improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

1. **Definitions**

1.1. **Measurement Year –** Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit –** Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS –** New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

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2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

2.5.1.2. Age 18 through 64 BMI ≥ 18.5 and < 25

2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

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recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. At Risk Population: Hypertension

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

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2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are

enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Exhibit A-2 – Report Timing Requirements

1.1. **Primary Care Services Reporting Requirements**

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2. **Annual Reports**

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each

Contractor Initials: NRC

Date: 3/28/18

identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year;

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1. Primary Care Services Measure Data Trend Table (DTT), due on;

1.3.1.1. July 31, 2018 (measurement period July 1– June 30) and;

1.3.1.2. January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF);

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Contractor Initials: DAC

Date: 3/28/18

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

      4.2.2. Onsite reviews may be required.

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

      Financial Administrator

      Department of Health and Human Services

      Division of Public Health

      29 Hazen Dr.

      Concord, NH 03301

Exhibit B

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Indian Stream Health Center

Budget Request for: Primary Care Services

Budget Period: April 1, 2018 - June 30, 2018 (SFY 18)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 19,996		$ 19,996	$ 256		$ 256	$ 19,740		$ 19,740
2. Employee Benefits	$ 3,599		$ 3,599	$ 3,599		$ 3,599			
3. Consultants									
4. Equipment									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel									
7. Occupancy									
8. Current Expenses									
Telephone									
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontracts/Agreements									
13. Other (specific details mandatory):									
TOTAL	$ 23,595.00	$ -	$ 23,595.00	$ 3,855.00	$ -	$ 3,855.00	$ 19,740.00	$ -	$ 19,740.00

Indirect As A Percent of Direct 0.0%

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: Indian Stream Health Center

Budget Request for: Primary Care Services

Budget Period: July 1, 2018 - June 30, 2019 (SFY 19)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 79,217		$ 79,217	$ 259		$ 259	$ 78,958		$ 78,958
2. Employee Benefits	$ 14,259		$ 14,259	$ 14,259		$ 14,259			
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel									
7. Occupancy									
8. Current Expenses									
Telephone									
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontracts/Agreements									
13. Other (specific details mandatory):									
TOTAL	$ 93,476.00	$ -	$ 93,476.00	$ 14,518.00	$ -	$ 14,518.00	$ 78,958.00	$ -	$ 78,958.00

Indirect As A Percent of Direct 0.0%

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder/Program Name: Indian Stream Health Center

Budget Request for: Primary Care Services

Budget Period: July 1, 2019 - March 31, 2020 (SFY 20)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 60,188		$ 60,188	$ 969		$ 969	$ 59,219		$ 59,219
2. Employee Benefits	$ 10,834		$ 10,834	$ 10,834		$ 10,834			
3. Consultants									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel									
7. Occupancy									
8. Current Expenses									
Telephone									
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontracts/Agreements									
13. Other (specific details mandatory):									
TOTAL	$ 71,022.00	$ -	$ 71,022.00	$ 11,803.00	$ -	$ 11,803.00	$ 59,219.00	$ -	$ 59,219.00

Indirect As A Percent of Direct 0.0%

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;

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

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

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

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
    When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

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

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

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

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

3/28/18
Date

D A Colley
Name:
Title:
Interim CEO

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

3/28/18
Date

[signature]
Name:
Title: Interim CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Contractor Name:

3/28/18
Date

Name:
Title: Interim CEO

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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:

3/28/18
Date

Name:
Title: Interim CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

3/28/18
Date

Name: [signature]
Title: Interim CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
    I. For the proper management and administration of the Business Associate;
    II. As required by law, pursuant to the terms set forth in paragraph d. below; or
    III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) **<u>Obligations and Activities of Business Associate</u>.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Gregory A. Colley, MD
The State	Name of the Contractor
[signature]	[signature]
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	
Title of Authorized Representative	Title of Authorized Representative
4/26/18	
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

3/28/18
Date

[signature]
Name:
Title: Interim CEO

FORM A

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

1. The DUNS number for your entity is: ________________

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

   ________ NO ________ YES

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

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

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

   ________ NO ________ YES

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

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

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

   Name: ________________________ Amount: ____________

   Name: ________________________ Amount: ____________

   Name: ________________________ Amount: ____________

   Name: ________________________ Amount: ____________

   Name: ________________________ Amount: ____________

Contractor Initials DAC

Date 3/28/18

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or

consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not

use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the

scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

b. safeguard this information at all times.

c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact program and policy:
(Insert Office or Program Name)
(Insert Title)
DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that INDIAN STREAM HEALTH CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 01, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 476373

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of May A.D. 2017.

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	INDIAN STREAM HEALTH CENTER, INC.	Business ID:	476373
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	06/01/2004	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	06/01/2004		
Principal Office Address:	141 Corliss Lane, Colebrook, NH, 03576, USA	Mailing Address:	NH, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Not Stated		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / PROVIDE PRIMARY HEALTHCARE TO RESIDENTS WITHIN THE SERVICE AREA	

Page 1 of 1, records 1 to 1 of 1

(/online/Home/) Back to Home (/online)

CERTIFICATE OF VOTE
(Corporation without Seal)

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

1. I am a duly elected Clerk of Indian Stream Health Center
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on March 28, 2018
(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

Primary Care Services services.

RESOLVED: That the Chief Executive Officer
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 28th day of March, 2018.
(Date Contract Signed)
4. Chief Executive Officer Greg Colley is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Gail A. Fisher
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 31st day of May, 2018.

By Gail Fisher.
(Name of Clerk of the Corporation)

Billie Paquette
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: __________

BILLIE J. PAQUETTE
Notary Public - New Hampshire
My Commission Expires November 22, 2022

INDISTR-01 LMICHALS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/18/2018

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

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

PRODUCER License # AGR8150
Clark Insurance
One Sundial Ave Suite 302N
Manchester, NH 03103

CONTACT NAME: Lorraine Michals, CIC
PHONE (A/C, No, Ext): (603) 716-2362 FAX (A/C, No): (603) 622-2854
E-MAIL ADDRESS: lmichals@clarkinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Tri-State Insurance Company of Minnesota	31003
INSURER B : Acadia	31325
INSURER C : Continental Western Insurance Company	
INSURER D : AIX Specialty Insurance Co	12833
INSURER E :	
INSURER F :	

INSURED
Indian Stream Health Center, Inc.
141 Corliss Lane
Colebrook, NH 03576

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY; PRO-JECT; LOC; OTHER:			ADV5262378-11	07/01/2017	07/01/2018	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY; ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY			ADV5262378-11	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB; X OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; X RETENTION $ 0			CUA5263140-11	07/01/2017	07/01/2018	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA5262647-11	07/01/2017	07/01/2018	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
D	FTCA GAP Liability			L1V A633646-02	07/01/2017	07/01/2018	Limit Each Claim	1,000,000
D	(Errors & Omissions)			L1V A633646-02	07/01/2017	07/01/2018	Aggregate Limit	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Medical Professional Liablity coverage is provided on a claims made basis. Coverage excludes claims covered by the Federal Tort Claims Act. The Umbrella Policy does not cover this policy

CERTIFICATE HOLDER

NH DHHS
29 Hazen Drive
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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"MAXIMIZING THE QUALITY OF LIFE OF AREA RESIDENTS"

Our Mission:

"Optimizing the health and wellbeing of the communities we serve."

2016

141 Corliss Lane
Colebrook NH 03576
Telephone: (603) 237-8336 Facsimile: (603) 237-4467
www.indianstream.org

Indian Stream Health Center, Inc.

Financial Statements,
Schedule of Expenditures of Federal
Awards, Internal Control and Compliance
(With Supplementary Information)
and Independent Auditor's Reports

December 31, 2016

Indian Stream Health Center, Inc.

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CohnReznick LLP
cohnreznick.com

Independent Auditor's Report

To the Board of Directors
Indian Stream Health Center, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Indian Stream Health Center, Inc., which comprise the statement of financial position as of December 31, 2016, and the related statements of activities 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 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 Indian Stream Health Center, Inc. as of December 31, 2016, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards,* we have also issued our report dated July 12, 2017 on our consideration of Indian Stream Health Center, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Indian Stream Health Center, Inc.'s internal control over financial reporting and compliance.

CohnReznick LLP

Hartford, Connecticut
July 12, 2017

Indian Stream Health Center, Inc.

Statement of Financial Position
December 31, 2016

Assets

Current assets	
Cash and cash equivalents	$ 1,371,535
Patient services receivable, net	225,535
Grants receivable	11,876
Pharmacy receivable	167,050
Other receivables	64,527
Inventory	94,457
Prepaid expenses and other current assets	70,405
Total current assets	2,005,385
Property and equipment, net	2,114,271
Other assets	
Assets limited as to use	65,000
Total other assets	65,000
Total assets	$ 4,184,656

Liabilities and Net Assets

Current liabilities	
Accounts payable and accrued expenses	$ 102,567
Accrued payroll and related expenses	227,602
Deferred revenue	108,822
Current portion of long-term debt	40,568
Total current liabilities	479,559
Long-term liabilities	
Long-term debt, less current portion	272,716
Total long-term liabilities	272,716
Total liabilities	752,275
Commitments and contingencies	
Net assets	
Unrestricted net assets	3,432,381
Total liabilities and net assets	$ 4,184,656

See Notes to Financial Statements.

Indian Stream Health Center, Inc.

Statement of Activities
Year Ended December 31, 2016

Changes in unrestricted net assets	
Unrestricted revenue and support	
Patient service revenue (net of contractual allowances and discounts)	$ 2,505,474
Recovery of uncollectible accounts	56,575
Net patient service revenue	2,562,049
Grant revenue	2,097,886
Pharmacy revenue	1,664,452
Other income	266,128
Total unrestricted revenue and support	6,590,515
Operating expenses	
Salaries and benefits	3,929,287
Pharmacy costs	742,076
Other expenses	473,193
Contract services	333,292
Supplies	187,525
Occupancy	115,855
Equipment rental	92,781
Depreciation and amortization	90,035
Transportation	64,863
Insurance	26,631
Interest expense	16,154
Total operating expenses	6,071,692
Change in net assets	518,823
Net assets, beginning	2,913,558
Net assets, end	$ 3,432,381

See Notes to Financial Statements.

Indian Stream Health Center, Inc.

Statement of Cash Flows
Year Ended December 31, 2016

Cash flows from operating activities	
Change in net assets	$ 518,823
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Recovery of uncollectible accounts	(56,575)
Depreciation and amortization	90,035
Amortization of deferred financing costs	636
Changes in operating assets and liabilities	
Patient services receivable	(44,626)
Grants receivable	715,670
Pharmacy receivable	(69,224)
Other receivables	37,214
Inventory	44,670
Prepaid expenses and other current assets	(41,675)
Accounts payable and accrued expenses	(89,413)
Accrued payroll and related expenses	104,984
Deferred revenue	(249,048)
Net cash provided by operating activities	961,471
Cash flows from investing activities	
Purchase of property and equipment	(417,617)
Net cash used in investing activities	(417,617)
Cash flows from financing activities	
Principal payments on long-term debt	(37,615)
Net cash used in financing activities	(37,615)
Net increase in cash and cash equivalents	506,239
Cash and cash equivalents, beginning	865,296
Cash and cash equivalents, end	$ 1,371,535
Supplemental disclosures of cash flow data	
Interest paid	$ 15,518

See Notes to Financial Statements.

Indian Stream Health Center, Inc.

Notes to Financial Statements
December 31, 2016

Note 1 - Organization and summary of significant accounting policies

Nature of operations

Indian Stream Health Center, Inc. (the "Center") is a non-stock, not-for-profit corporation organized in New Hampshire. The Center is a Federally Qualified Health Center (FQHC) which provides outpatient health care and disease prevention services to residents of rural communities located in New Hampshire, Vermont, and Maine.

The U.S. Department of Health and Human Services (the "DHHS") provides substantial support to the Center. The Center is obligated under the terms of the DHHS grants to comply with specified conditions and program requirements set forth by the grantor.

Basis of presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. The Center reports information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted and permanently restricted. They are described as follows:

Unrestricted - Net assets that are not subject to explicit donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted - Net assets whose use by the Center is subject to either explicit donor-imposed stipulations or by the operation of law that can be fulfilled by actions of the Center or that expire by the passage of time. At December 31, 2016, there were no temporarily restricted net assets.

Permanently Restricted - Net assets subject to explicit donor-imposed stipulations that they be maintained permanently by the Center and stipulate the use of income and/or appreciation as either unrestricted or temporarily restricted based on donor imposed stipulations or by operation of law. At December 31, 2016, there were no permanently restricted net assets.

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and cash equivalents

The Center considers all highly liquid investments purchased with a maturity of three months or less to be cash equivalents.

Performance indicator

The statement of activities includes the change in net assets as the performance indicator.

Concentrations of credit risk

The Center's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents, patient service revenue and receivables and grants revenue and receivables.

The Center maintains cash in bank accounts which, at times, may exceed federally insured limits. The Center has not experienced any losses in such accounts and believes it is not exposed to any

significant credit risk for cash. As of December 31, 2016, there is approximately $1,002,000 of cash in excess of the federally insured limits.

Patient accounts receivable
The collection of receivables from third-party payors and patients is the Center's primary source of cash for operations and is critical to its operating performance. The primary collection risks relate to uninsured patient accounts and patient accounts for which the primary insurance payor has paid, but patient responsibility amounts (deductibles and copayments) remain outstanding. Patient receivables from third-party payors are carried at a net amount determined by the original charge for the service provided, less an estimate made for contractual adjustments or discounts provided to third-party payors.

Receivables due directly from patients are carried at the original charge for the service provided less discounts provided under the Center's charity care policy, less amounts covered by third-party payors and less an estimated allowance for doubtful accounts. Management determines the allowance for doubtful accounts by identifying troubled accounts and by historical experience applied to an aging of accounts. The Center considers accounts past due when they are outstanding beyond 60 days with no payment. The Center does not charge interest on past due accounts. Patient receivables are written off to the provision for uncollectible accounts when deemed uncollectible. Recoveries of receivables previously written off are recorded as a reduction of the provision for uncollectible accounts when received.

Inventory
Inventory consists of pharmaceutical drugs which are stated at the lower of cost or market, with cost determined on the first-in, first-out method.

Property and equipment
Property and equipment are recorded at cost and depreciated on a straight-line basis over the estimated useful life of each asset, which range from 3 to 40 years. Expenditures exceeding $5,000 are capitalized. Leasehold improvements are amortized over the shorter of the lease term or their respective estimated useful lives, which range from three to ten years.

Certain property and equipment have been purchased with grant funds received from DHHS. Such items or a portion thereof may be reclaimed by the federal government if not used to further the grant's objectives.

Expenditures for repairs and maintenance are charged to expense as incurred. For assets sold or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is reflected in the statement of activities.

Assets limited as to use
Assets limited as to use consist of assets designated by the board of directors as a working capital reserve.

Debt issuance costs
Debt issuance costs, net of accumulated amortization, are reported as a direct deduction from the face amount of the debt to which such costs relate. Amortization of debt issuance costs is reported as a component of interest expense and is computed using an imputed interest rate on the related loan.

Revenue recognition
Patient service revenue
The Center has agreements with third-party payors that provide for payments to the Center at amounts different from its established rates. Payment arrangements include predetermined fee schedules and discounted charges. Service fees are reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including retroactive adjustments under reimbursement agreements with third-party payors, which are subject to audit by administrating agencies. These adjustments are accrued on an estimated basis and are adjusted in future periods as final settlements are determined.

The Center provides care to certain patients under Medicaid and Medicare payment arrangements. Laws and regulations governing the Medicaid and Medicare programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action. Self pay revenue is recorded at published charges with charitable care deducted to arrive at gross self-pay revenue. Contractual allowances are then deducted to arrive at net self-pay patient revenue.

Charity care and community benefits
The Center is open to all patients, regardless of their ability to pay. In the ordinary course of business, the Center renders services to patients who are financially unable to pay for healthcare. The Center provides care to these patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than the established rates. Charity care services are computed using a sliding fee scale based on patient income and family size. The Center maintains records to identify and monitor the level of sliding fee discount it provides. For uninsured self-pay patients that do not qualify for charity care, the Center recognizes revenue on the basis of its standard rates for services provided or on the basis of discounted rates, if negotiated or provided by policy. On the basis of historical experience, a significant portion of the Center's uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Center records a significant provision for uncollectable accounts related to uninsured patients in the period the services are provided.

Community benefit represents the cost of services for Medicaid, Medicare and other public patients that the Center is not reimbursed for.

Based on the cost of patient services during the year ended December 31, 2016, charity care approximated $196,000, and community benefit approximated $2,098,000.

Pharmacy revenue
The Center participates in Section 340B of the Public Health Service Act ("PHS Act"), *Limitation on Prices of Drugs Purchased by Covered Entities*. Participation in this program allows the Center to purchase pharmaceuticals at discounted rates for prescriptions to eligible patients. The Center has an in-house pharmacy and also contracts with an outside pharmacy and records revenue based on the price of the pharmaceuticals dispensed.

Grants
Revenue from government grants and contracts designated for use in specific activities is recognized in the period when expenditures have been incurred in compliance with the grantor's requirements. Grants and contracts awarded for the acquisition of long-lived assets are reported as unrestricted nonoperating income, in the absence of donor stipulations to the contrary, during the fiscal year in which the assets are acquired. Cash received in excess of revenue recognized is recorded as deferred revenue. These grants require the Center to provide certain healthcare services during specified

periods. If such services are not provided during the periods, the governmental entities are not obligated to expend the funds allocated under the grants.

Contributions

Contributions are recorded as either unrestricted, when they are received with no donor stipulations, or as temporarily or permanently restricted revenue if they are received with donor stipulations that limit the use of the donated asset. 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 are reported in the statement of activities as net assets released from restrictions. Donor restricted contributions whose restrictions are met or expire during the same fiscal year are recognized as unrestricted revenue. Conditional contributions are recognized in the period when expenditures have been incurred in compliance with the grantor's restrictions on the statement of activities.

Donated goods and services

Donated goods and services are recorded at fair value at the time of the donation.

In-kind contributions

In-kind contributions consist primarily of medical supplies and are recorded at the fair value of the supplies provided. The fair value of those goods as provided by the funding source is approximately $62,000 for the year ended December 31, 2016, and is recorded as grant revenue along with a corresponding charge to supplies and other on the statement of activities.

Income taxes

The Center was incorporated as a not-for-profit entity and is exempt from federal and state income tax under the provisions of the Internal Revenue Code Section 501(c)(3).

The Center has no unrecognized tax benefits at December 31, 2016. The Center's federal and state information returns prior to fiscal year 2013 are closed and management continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings.

The Center recognizes interest and penalties associated with tax matters, as operating expenses and includes accrued interest and penalties with accrued expenses in the statement of financial position.

Interest earned on federal funds

Interest earned on federal funds is recorded as a payable to United States Public Health Service ("PHS") in compliance with the regulations of the United States Office of Management and Budget.

Subsequent events

The Center has evaluated events and transactions through July 12, 2017, which is the date the financial statements were available to be issued.

Note 2 - Patient accounts receivable, net

Patient accounts receivable, net, consist of the following as of December 31, 2016:

Medicaid	$ 145,330
Medicare	38,549
Commercial insurance	6,702
Self-pay patients	58,441
	249,022
Less allowance for doubtful accounts	(23,487)
	$ 225,535

Patient accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectability of patient accounts receivable, the Center analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for uncollectible accounts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts.

For receivables associated with services provided to patients who have third-party coverage, the Center analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for uncollectible accounts, if necessary (for example, for expected uncollectible deductibles and copayments on accounts for which the third-party payor has not yet paid, or for payors who are known to be having financial difficulties that make the realization of amounts due unlikely).

For receivables associated with self-pay patients (which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill), the Center records a provision for uncollectible accounts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates (or the discounted rates provided by the Center's policy) and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

The Center's allowance for doubtful accounts was 9% of patient accounts receivable at December 31, 2016. The Center annually updates its charity care and uninsured discount policies. The Center had approximately $46,000 of write-offs during the year ended December 31, 2016.

Note 3 - Grants receivable and revenue

Grants receivable are evidenced by contracts with a variety of federal and state government agencies and, based on historical experience, management believes these receivables represent negligible credit risk. Accordingly, management has not established an allowance for doubtful accounts. Grants receivable at December 31, 2016 was $11,876.

The Center receives a significant amount of grants from DHHS. As with all government funding, these grants are subject to reduction or termination in future years. For the year ended December 31, 2016, grants from DHHS (including both direct awards and awards passed through other organizations) consisted of 93% of grant revenue.

Note 4 - Property and equipment

Property and equipment consisted of the following at December 31, 2016:

Land	$ 60,000
Furniture and equipment	135,370
Buildings and improvements	2,258,881
Total property and equipment	2,454,251
Construction in progress	167,617
	2,621,868
Less accumulated depreciation and amortization	(507,597)
	$ 2,114,271

The Center has made renovations to buildings with federal grant funding under the Capital Improvement Program and the Capital Development Program. In accordance with the grant agreements, a Notice of Federal Interest (NFI) is required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management, Health Resources and Services Administration (OFAM, HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

Note 5 - Long-term debt

Long-term debt consists of the following as of December 31, 2016:

Mortgage note, payable to a local bank in monthly installments of principal and interest of $2,466 with an interest rate fixed at 4.6% through December 2023 at which time the remaining principal is due; collateralized by a first mortgage on property and equipment with 90% of balance guaranteed by the United States Department of Agriculture. Unamortized loan costs were $4,471 as of December 31, 2016. Loan costs on the above loan are being amortized using an imputed interest rate of approximately 5.375%.	$ 176,787
Note payable to a local bank with an interest rate fixed at 4.6%, with monthly payments of principal and interest of $1,962 through December 2023, collateralized by a second mortgage on property and equipment with 90% of balance guaranteed by the United States Department of Agriculture.	140,968
	317,755
Less unamortized closing costs	(4,471)
Less current maturities	(40,568)
	$ 272,716

Aggregate annual maturities on long-term debt for the five years subsequent to December 31, 2016 and thereafter are as follows:

2017	$ 40,568
2018	41,247
2019	43,185
2020	45,214
2021	47,338
Thereafter	100,203
	$ 317,755

Interest expense incurred on all debt amounted to $15,518 for the year ended December 31, 2016.

In 2016, the Center adopted new authoritative GAAP guidance for the presentation of debt issuance costs and related amortization. Debt issuance costs are now reported on the statement of financial position as a direct reduction from the face amount of debt. Previously, such costs were shown as a deferred charge. The Center continues to reflect amortization of debt issuance costs as interest expense, in accordance with the new guidance.

Note 6 - Functional expenses

The Center provides health care services primarily to residents within its geographic area. Certain costs have been charged to health care services and general and administrative based on a combination of specific identification and allocation by management. Expenses related to providing these services are as follows for the year ended December 31, 2016:

Health care services	$ 4,689,478
General and administrative	1,382,214
	$ 6,071,692

Note 7 - Operating leases

The Center leases program and administrative space from an unrelated party through April, 2030. Future minimum lease payments for the five years subsequent to December 31, 2016 and thereafter are as follows:

2017	$ 5,505
2018	5,505
2019	5,505
2020	5,505
2021	5,929
Thereafter	53,467
	$ 81,416

Note 8 - Pension plan

The Center sponsors a SIMPLE IRA defined contribution plan that includes a 3% employer matching contribution. The Center contributed $54,046 to the plan during the year ended December 31, 2016.

Note 9 - Patient service revenue (net of contractual allowances and discounts)

The Center recognizes patient service revenue associated with services provided to patients who have Medicaid, Medicare and third party payor coverage on the basis of contractual rates for services rendered.

For the year ended December 31, 2016, patient service revenue, net of contractual allowances and discounts consists of the following:

Medicaid	$ 665,128
Medicare	1,106,055
Third-party payors	651,581
Self-pay patients	82,710
	$ 2,505,474

Medicaid and Medicare revenue is reimbursed to the Center at the net reimbursement rates determined by each program. Reimbursement rates are subject to revisions under the provision of reimbursement regulations. Adjustments for such revisions are recognized in the fiscal year incurred.

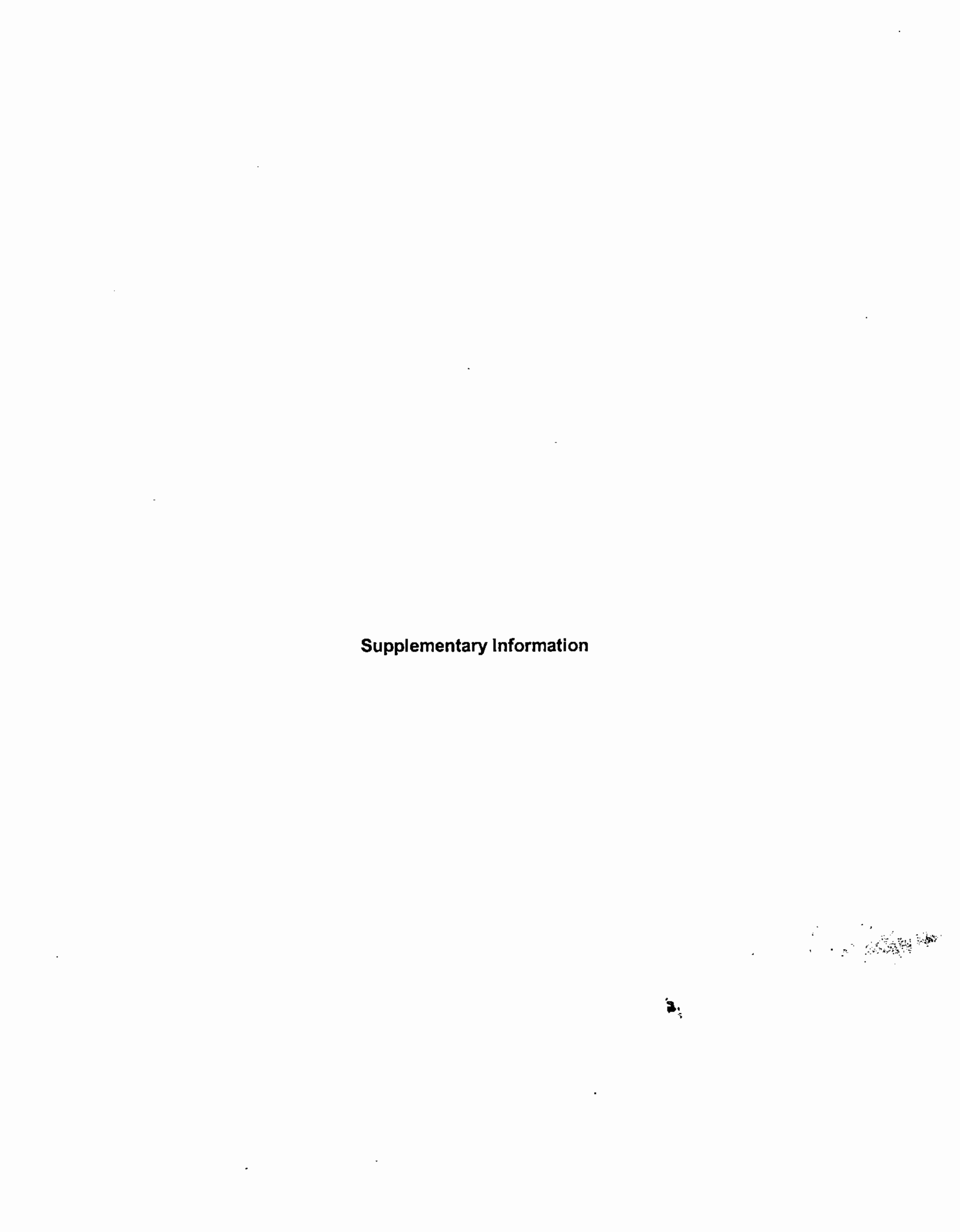
Note 10 - Commitments and contingencies

The Center has contracted with various funding agencies to perform certain healthcare services and receives Medicaid and Medicare revenue from federal, state and local governments. Reimbursements received under these contracts and payments from Medicaid and Medicare are subject to audit by federal, state and local governments and other agencies. Upon audit, if discrepancies are discovered, the Center could be held responsible for refunding the amounts in question.

The healthcare industry is subject to voluminous and complex laws and regulations of federal, state and local governments. Compliance with such laws and regulations can be subject to future government review and interpretation as well as regulatory actions unknown or unasserted at this time. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, government healthcare program participation requirements, reimbursement laws and regulations, anti-kickback and anti-referral laws and false claims prohibitions.

In recent years, government activity has increased with respect to investigations and allegations concerning possible violations of reimbursement, false claims, anti-kickback and anti-referral statutes and regulation by healthcare providers. The Center believes that it is in material compliance with all applicable laws and regulations and is not aware of any pending or threatened investigations involving allegations of potential wrongdoing. Upon audit, if discrepancies are discovered, the Center could be held responsible for refunding the amounts in question.

The Center maintains its medical malpractice coverage under the Federal Tort Claims Act (the "FTCA"). The FTCA provides malpractice coverage to eligible PHS supported programs and applies to the Center and its employees while providing services within the scope of employment included under grant-related activities. The Attorney General, through the U.S. Department of Justice, has the responsibility for the defense of the individual and/or grantee for malpractice cases approved for FTCA coverage. The Center also maintains "claims made" gap insurance with coverage of $1,000,000 per claim and $3,000,000 in the aggregate.



Supplementary Information

Indian Stream Health Center, Inc.

Schedule of Expenditures of Federal Awards
Year Ended December 31, 2016

Federal grantor/pass-through grantor/program or cluster title	Federal CFDA number	Pass-through entity identifying number	Passed through to subrecipients	Federal expenditures
U.S. Department of Health and Human Services				
Health Center Cluster				
Health Center Program	93.224	N/A	$ -	$ 656,428
Grants for New and Expanded Services under the Health Center Program	93.527	N/A	-	1,228,722
Total Health Center Cluster			-	1,885,150
Passed through from Coos County Family Health Services				
Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds	93.758	Not Available	-	5,345
Passed through the State of New Hampshire Department of Health and Human Services				
TANF Cluster				
Temporary Assistance for Needy Families	93.558	502-500891 / 45030203	-	10,031
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations financed in part by Prevention and Public Health Funds	93.752	102-500731 / 90080081	-	1,458
Family Planning Services	93.217	102-500734 / 90080203	-	18,269
Block Grants for Prevention and Treatment of Substance Abuse	93.959	102-500734 / 49156501	-	14,074
Maternal and Child Health Services Block Grant to the States	93.994	102-500731 / 90080000	-	13,118
Total expenditures of federal awards			$ -	$ 1,947,445

See Notes to Schedules of Expenditures of Federal Awards.

Indian Stream Health Center, Inc.

Notes to Schedule of Expenditures of Federal Awards
December 31, 2016

Note 1 - Basis of presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of Indian Stream Health Center, Inc. (the "Center") under programs of the federal government for the year ended December 31, 2016. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Center, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Center.

Note 2 - Summary of significant accounting policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. The Center has elected to not use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

CohnReznick LLP
cohnreznick.com

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Board of Directors
Indian Stream Health Center, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Indian Stream Health Center, Inc. (the "Center"), which comprise the statement of financial position as of December 31, 2016, 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 July 12, 2017.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Center's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Center's internal control. Accordingly, we do not express an opinion on the effectiveness of the Center's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs that we consider to be material weaknesses (Finding 2016.001).

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Center's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which is described in the accompanying schedule of findings and questioned costs as item 2016.001.

Indian Stream Health Center's Response to Finding

The Center's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The Center'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

This 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.

CohnReznick LLP

Hartford, Connecticut
July 12, 2017

CohnReznick LLP
cohnreznick.com

Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance Required by the Uniform Guidance

To the Board of Directors
Indian Stream Health Center, Inc.

Report on Compliance for Each Major Federal Program

We have audited Indian Stream Health Center, Inc.'s (the "Center") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Center's major federal programs for the year ended December 31, 2016. The Center'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 federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Center's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Center's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Center's compliance.

Opinion on Each Major Federal Program

In our opinion, the Center complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2016.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as Findings 2016.002 and 2016.003. Our opinion on each major federal program is not modified with respect to these matters.

The Center's response to the noncompliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The Center'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 Center is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Center's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Center's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies 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 questioned costs as Findings 2016.002 and 2016.003, that we consider to be significant deficiencies.

The Center's response to the internal control over compliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The Center'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 internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

CohnReznick LLP

Hartford, Connecticut
July 12, 2017

Indian Stream Health Center, Inc.

Schedule of Findings and Questioned Costs
Year Ended December 31, 2016

Section I - Summary of Auditor's Results

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:	Unmodified
Internal control over financial reporting	
• Material weakness(es) identified?	✓ yes ___ no
• Significant deficiency(ies) identified?	___ yes ✓ none reported
Noncompliance material to financial statements noted?	___ yes ✓ no

Federal Awards

Internal control over major programs	
• Material weakness(es) identified?	___ yes ✓ no
• Significant deficiency(ies) identified?	✓ yes ___ none reported
Type of auditor's report issued on compliance for major federal programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	✓ yes ___ no

Identification of major programs

CFDA Number(s)	Name of Federal Program
	U.S. Department of Health and Human Services; Health Center Cluster:
93.224	Health Center Program
93.527	Grants for New and Expanded Services under the Health Center Program

Dollar threshold used to distinguish between type A and B programs $750,000

Auditee qualified as low-risk auditee? ___ yes ✓ no

Indian Stream Health Center, Inc.

Schedule of Findings and Questioned Costs
Year Ended December 31, 2016

Section II - Financial Statement Findings

Finding 2016.001 - Books and Records

Criteria
Reconciliation on a timely basis of books and records to ensure the financial statements are presented fairly in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Condition
A significant number of adjusting journal entries were necessary for proper reporting of the Center's financial position and activity. Some of these entries were determined by management after year-end and during the course of the audit.

Cause
This condition can be attributed to lack of adequate staff support in the finance department. As a result, the Center's finance department was not able to perform detailed reviews of certain accounts and adjust the books accordingly prior to the commencement of the audit.

Effect
This condition may lead to inaccurate financial reporting and potential misstatement of the financial statements such that they may not be in accordance with GAAP.

Identification as Repeat Finding
No.

Recommendation
We recommend that the Center review its current policies and procedures to ensure the timely reconciliation of accounts on a monthly basis.

Views of Responsible Officials and Planned Corrective Actions
The Center concurs with this recommendation. The Center has hired a controller in Q1 2017 and developed procedures for prompt monthly completion of bank reconciliations on all accounts plus reconciliations of all balance sheet accounts.

Section III - Federal Awards Findings and Questioned Costs

Finding 2016.002:	Time and Effort Reporting
Grantor:	U.S. Department of Health and Human Services
Federal Program Names:	Health Center Program Cluster, Health Center Program, Grants for New and Expanded Services under the Health Center Program
CFDA Numbers:	93.224 and 93.527

Criteria
The Uniform Guidance requires that time and effort reporting should be maintained that accounts for the total activity of employees and the programs/funding sources charged. These reports should conform to Uniform Guidance and the Center's policies.

Indian Stream Health Center, Inc.

Schedule of Findings and Questioned Costs
Year Ended December 31, 2016

Condition
The Center did not record the personnel costs allocated with grant programs to the general ledger through use of an identifier such as a cost center. The Center maintains a spreadsheet of employees whose wages are reimbursed by the grant.

Questioned Costs
None.

Cause
The general ledger system is linked to the Center's time management system, which was not currently set up to track cost centers associated with individual grants.

Effect
Certain personnel costs allocated to funding sources are not supported by after-the-fact time and effort reports.

Identification as Repeat Finding
No.

Recommendation
We recommend that the Center prepare after-the-fact time and effort reports in accordance with the regulations of the Uniform Guidance and the Center's policies. The Center should perform some quality control on the review and approval process of time and effort reporting periodically throughout the year. Lastly, the personnel costs should be allocated to the general ledger through the use of an identifier such as a cost center.

Views of Responsible Officials and Planned Corrective Actions
The Center concurs with this recommendation. A new accounting system with the ability to track by cost center and grant was implemented in Q2 2017. The center's payroll provider (ADP) is being contacted in July 2017 to ensure payroll by individual can be allocated by grant.

Finding 2016.003:	Report Filing
Grantor:	U.S. Department of Health and Human Services
Federal Program Names:	Health Center Program Cluster, Health Center Program, Grants for New and Expanded Services under the Health Center Program
CFDA Numbers:	93.224 and 93.527

Criteria
In accordance with the Uniform Guidance, quarterly reports of recipients of federal funds are required to be submitted within 30 days after the end of each fiscal quarter.

Condition
The Center did not submit their first quarterly report on a timely basis.

Questioned Costs
None.

Indian Stream Health Center, Inc.

Schedule of Findings and Questioned Costs
Year Ended December 31, 2016

Cause
The Center experienced staff turnover in its finance department at the beginning of the fiscal year. As a result, the Center's finance department experienced delays in filing some reports.

Effect
The Center did not comply with the appropriate rules and regulations as per the Uniform Guidance.

Identification as Repeat Finding
No.

Recommendation
The Center should implement a series of controls to ensure all accounting records are analyzed and proper support is available in order to ensure that the stipulated reports are submitted on a timely basis to the federal government.

Views of Responsible Officials and Planned Corrective Actions
The Center concurs with this recommendation. The one report issued late was a result of a new employee not understanding the requirements. This oversight was corrected and has not occurred since. A schedule of report due dates was prepared.

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Indian Stream Health Center, Inc.

Financial Statements, Schedule of Expenditures of Federal Awards, Internal Control and Compliance (With Supplementary Information) and Independent Auditor's Reports

December 31, 2017 and 2016

PRELIMINARY DRAFT SUBJECT TO CHANGE

Indian Stream Health Center, Inc.

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PRELIMINARY DRAFT SUBJECT TO CHANGE

CohnReznick LLP
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Independent Auditor's Report

To the Board of Directors
Indian Stream Health Center, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Indian Stream Health Center, Inc., which comprise the statements of financial position as of December 31, 2017 and 2016, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Indian Stream Health Center, Inc. as of December 31, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards,* we have also issued our report dated ________, 2018 on our consideration of Indian Stream Health Center, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely 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 effectiveness of Indian Stream Health Center, Inc.'s 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 Indian Stream Health Center, Inc.'s internal control over financial reporting and compliance.

Hartford, Connecticut
________, 2018

PRELIMINARY DRAFT
SUBJECT TO CHANGE

Indian Stream Health Center, Inc.

Statements of Financial Position
December 31, 2017 and 2016

Assets

	2017	2016
Current assets		
Cash and cash equivalents	$ 171,121	$ 1,371,535
Patient services receivable, net	172,379	225,535
Grants receivable	1,024	11,876
Pharmacy receivable	162,462	167,050
Other receivables	52,090	64,527
Inventory	98,978	94,457
Prepaid expenses and other current assets	83,471	70,405
Total current assets	741,525	2,005,385
Property and equipment, net	2,235,279	2,114,271
Other assets		
Assets limited as to use	-	65,000
Total other assets	-	65,000
Total assets	$ 2,976,804	$ 4,184,656

Liabilities and Net Assets

	2017	2016
Current liabilities		
Accounts payable and accrued expenses	$ 413,590	$ 102,567
Accrued payroll and related expenses	169,587	227,602
Deferred revenue	5,420	108,822
Current portion of long-term debt	41,274	40,568
Total current liabilities	629,871	479,559
Long-term liabilities		
Long-term debt, less current portion	233,331	272,716
Total long-term liabilities	233,331	272,716
Total liabilities	863,202	752,275
Commitments and contingencies		
Net assets		
Unrestricted net assets	2,113,602	3,432,381
Total liabilities and net assets	$ 2,976,804	$ 4,184,656

PRELIMINARY DRAFT SUBJECT TO CHANGE

See Notes to Financial Statements.

Indian Stream Health Center, Inc.

Statements of Activities
Years Ended December 31, 2017 and 2016

	2017	2016
Changes in unrestricted net assets		
Unrestricted revenue and support		
Patient service revenue (net of contractual allowances and discounts)	$ 2,748,580	$ 2,505,474
(Provision for) recovery of uncollectible accounts	(129,837)	56,575
Net patient service revenue	2,618,743	2,562,049
Grant revenue	2,260,528	2,097,886
Pharmacy revenue	1,389,177	1,664,452
Other income	326,662	266,128
Total unrestricted revenue and support	6,595,110	6,590,515
Operating expenses		
Salaries and benefits	4,914,780	3,962,125
Pharmacy costs	708,725	719,602
Other expenses	666,834	440,079
Contract services	952,841	340,247
Supplies	193,492	194,208
Occupancy	172,860	115,525
Equipment rental	89,896	92,781
Depreciation and amortization	119,932	90,035
Transportation	42,324	64,863
Insurance	37,750	36,073
Interest expense	14,455	16,154
Total operating expenses	7,913,889	6,071,692
Change in net assets	(1,318,779)	518,823
Net assets, beginning	3,432,381	2,913,558
Net assets, end	$ 2,113,602	$ 3,432,381

PRELIMINARY DRAFT
SUBJECT TO CHANGE

See Notes to Financial Statements.

Indian Stream Health Center, Inc.

Statements of Cash Flows
Years Ended December 31, 2017 and 2016

	2017	2016
Cash flows from operating activities		
Change in net assets	$ (1,318,779)	$ 518,823
Adjustments to reconcile change in net assets to net cash (used in) provided by operating activities		
(Provision for) recovery of uncollectible accounts	129,837	(56,575)
Grants for capital expenditures	(29,135)	-
Depreciation and amortization	119,932	90,035
Amortization of debt issuance costs	636	636
Assets limited as to use	65,000	-
Changes in operating assets and liabilities		
Patient services receivable	(76,681)	(44,626)
Grants receivable	10,852	715,670
Pharmacy receivable	4,588	(69,224)
Other receivables	12,437	37,214
Inventory	(4,521)	44,670
Prepaid expenses and other current assets	(13,066)	(41,675)
Accounts payable and accrued expenses	311,023	(89,413)
Accrued payroll and related expenses	(58,015)	104,984
Deferred revenue	(103,402)	(249,048)
Net cash (used in) provided by operating activities	(949,294)	961,471
Cash flows from investing activities		
Purchase of property and equipment	(240,940)	(417,617)
Net cash used in investing activities	(240,940)	(417,617)
Cash flows from financing activities		
Proceeds from grants for capital expenditures	29,135	-
Principal payments on long-term debt	(39,315)	(37,615)
Net cash used in financing activities	(10,180)	(37,615)
Net increase (decrease) in cash and cash equivalents	(1,200,414)	506,239
Cash and cash equivalents, beginning	1,371,535	865,296
Cash and cash equivalents, end	$ 171,121	$ 1,371,535

PRELIMINARY DRAFT SUBJECT TO CHANGE

See Notes to Financial Statements.

Indian Stream Health Center, Inc.

Notes to Financial Statements
December 31, 2017 and 2016

Note 1 - Organization and summary of significant accounting policies

Nature of operations

Indian Stream Health Center, Inc. (the "Center") is a non-stock, not-for-profit corporation organized in New Hampshire. The Center is a Federally Qualified Health Center ("FQHC") which provides outpatient healthcare and disease prevention services to residents of rural communities located in New Hampshire, Vermont, and Maine.

The U.S. Department of Health and Human Services (the "DHHS") provides substantial support to the Center. The Center is obligated under the terms of the DHHS grants to comply with specified conditions and program requirements set forth by the grantor.

Basis of presentation

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. The Center reports information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted and permanently restricted. They are described as follows:

Unrestricted - Net assets that are not subject to explicit donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily restricted - Net assets whose use by the Center is subject to either explicit donor-imposed stipulations or by the operation of law that can be fulfilled by actions of the Center or that expire by the passage of time. At December 31, 2017 and 2016, there were no temporarily restricted net assets.

Permanently restricted - Net assets subject to explicit donor-imposed stipulations that they be maintained permanently by the Center and stipulate the use of income and/or appreciation as either unrestricted or temporarily restricted based on donor-imposed stipulations or by operation of law. At December 31, 2017 and 2016, there were no permanently restricted net assets.

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and cash equivalents

The Center considers all highly liquid investments purchased with a maturity of three months or less to be cash equivalents.

Performance indicator

The statement of activities includes the change in net assets as the performance indicator.

Concentrations of credit risk

The Center's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents, patient service revenue and receivables and grants revenue and receivables.

The Center maintains cash in bank accounts which, at times, may exceed federally insured limits. The Center has not experienced any losses in such accounts and believes it is not exposed to any

significant credit risk for cash. As of December 31, 2017, no amounts were in excess of the federally insured limits.

Patient accounts receivable
The collection of receivables from third-party payors and patients is the Center's primary source of cash for operations and is critical to its operating performance. The primary collection risks relate to uninsured patient accounts and patient accounts for which the primary insurance payor has paid, but patient responsibility amounts (deductibles and copayments) remain outstanding. Patient receivables from third-party payors are carried at a net amount determined by the original charge for the service provided, less an estimate made for contractual adjustments or discounts provided to third-party payors.

Receivables due directly from patients are carried at the original charge for the service provided less discounts provided under the Center's charity care policy, less amounts covered by third-party payors and less an estimated allowance for doubtful accounts. Management determines the allowance for doubtful accounts by identifying troubled accounts and by historical experience applied to an aging of accounts. The Center considers accounts past due when they are outstanding beyond 60 days with no payment. The Center does not charge interest on past due accounts. Patient receivables are written off to the provision for uncollectible accounts when deemed uncollectible. Recoveries of receivables previously written off are recorded as a reduction of the provision for uncollectible accounts when received.

Inventory
Inventory consists of pharmaceutical drugs which are stated at the lower of cost or market, with cost determined on the first-in, first-out method.

Property and equipment
Property and equipment are recorded at cost and depreciated on a straight-line basis over the estimated useful life of each asset, which range from 3 to 40 years. Expenditures exceeding $5,000 are capitalized. Leasehold improvements are amortized over the shorter of the lease term or their respective estimated useful lives, which range from three to ten years.

Certain property and equipment have been purchased with grant funds received from DHHS. Such items or a portion thereof may be reclaimed by the federal government if not used to further the grant's objectives.

Expenditures for repairs and maintenance are charged to expense as incurred. For assets sold or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is reflected in the statements of activities.

Assets limited as to use
Assets limited as to use consist of assets designated by the board of directors as a working capital reserve.

Debt issuance costs
Debt issuance costs, net of accumulated amortization, are reported as a direct deduction from the face amount of the debt to which such costs relate. Amortization of debt issuance costs is reported as a component of interest expense and is computed using an imputed interest rate on the related loan.

Revenue recognition
Patient service revenue
The Center has agreements with third-party payors that provide for payments to the Center at amounts different from its established rates. Payment arrangements include predetermined fee schedules and discounted charges. Service fees are reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including retroactive adjustments under reimbursement agreements with third-party payors, which are subject to audit by administrating agencies. These adjustments are accrued on an estimated basis and are adjusted in future periods as final settlements are determined.

The Center provides care to certain patients under Medicaid and Medicare payment arrangements. Laws and regulations governing the Medicaid and Medicare programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action. Self-pay revenue is recorded at published charges with charitable care deducted to arrive at gross self-pay revenue. Contractual allowances are then deducted to arrive at net self-pay patient revenue.

Charity care and community benefits
The Center is open to all patients, regardless of their ability to pay. In the ordinary course of business, the Center renders services to patients who are financially unable to pay for healthcare. The Center provides care to these patients who meet certain criteria under its sliding fee discount policy without charge or at amounts less than the established rates. Charity care services are computed using a sliding fee scale based on patient income and family size. The Center maintains records to identify and monitor the level of sliding fee discount it provides. For uninsured self-pay patients that do not qualify for charity care, the Center recognizes revenue on the basis of its standard rates for services provided or on the basis of discounted rates, if negotiated or provided by policy. On the basis of historical experience, a significant portion of the Center's uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Center records a significant provision for uncollectable accounts related to uninsured patients in the period the services are provided.

Community benefit represents the cost of services for Medicaid, Medicare and other public patients that the Center is not reimbursed for.

Based on the cost of patient services during the years ended December 31, 2017 and 2016, charity care amounted to approximately $290,000 and $196,000, respectively, and community benefit amounted to approximately $3,081,000 and $2,098,000, respectively.

Pharmacy revenue
The Center participates in Section 340B of the Public Health Service Act ("PHS Act"), *Limitation on Prices of Drugs Purchased by Covered Entities.* Participation in this program allows the Center to purchase pharmaceuticals at discounted rates for prescriptions to eligible patients. The Center has an in-house pharmacy and also contracts with an outside pharmacy and records revenue based on the price of the pharmaceuticals dispensed.

Grants
Revenue from government grants and contracts designated for use in specific activities is recognized in the period when expenditures have been incurred in compliance with the grantor's requirements. Grants and contracts awarded for the acquisition of long-lived assets are reported as unrestricted nonoperating income, in the absence of donor stipulations to the contrary, during the fiscal year in which the assets are acquired. Cash received in excess of revenue recognized is recorded as deferred revenue. These grants require the Center to provide certain healthcare services during specified

periods. If such services are not provided during the periods, the governmental entities are not obligated to expend the funds allocated under the grants.

Contributions
Contributions are recorded as either unrestricted, when they are received with no donor stipulations, or as temporarily or permanently restricted revenue if they are received with donor stipulations that limit the use of the donated asset. 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 are reported in the statements of activities as net assets released from restrictions. Donor-restricted contributions whose restrictions are met or expire during the same fiscal year are recognized as unrestricted revenue. Conditional contributions are recognized in the period when expenditures have been incurred in compliance with the grantor's restrictions on the statements of activities.

Donated goods and services
Donated goods and services are recorded at fair value at the time of the donation.

In-kind contributions
In-kind contributions consist primarily of medical supplies and are recorded at the fair value of the supplies provided. The fair value of those goods as provided by the funding source was approximately $53,000 and $62,000, respectively, for the years ended December 31, 2017 and 2016, and is recorded as grant revenue along with a corresponding charge to supplies and other on the statements of activities.

Income taxes
The Center was incorporated as a not-for-profit entity and is exempt from federal and state income tax under the provisions of the Internal Revenue Code Section 501(c)(3).

The Center has no unrecognized tax benefits at December 31, 2017 and 2016. The Center's federal and state information returns prior to fiscal year 2014 are closed and management continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings.

The Center recognizes interest and penalties associated with tax matters, as operating expenses and includes accrued interest and penalties with accrued expenses in the statements of financial position.

Interest earned on federal funds
Interest earned on federal funds is recorded as a payable to United States Public Health Service ("PHS") in compliance with the regulations of the United States Office of Management and Budget.

Subsequent events
The Center has evaluated events and transactions through _______, 2018, which is the date the financial statements were available to be issued.

Note 2 - Patient accounts receivable, net

Patient accounts receivable, net, consist of the following as of December 31:

	2017	2016
Medicaid	$ 97,960	$ 145,330
Medicare	67,165	38,549
Commercial insurance	114,823	6,702
Self-pay patients	80,389	58,441
	360,337	249,022
Less allowance for doubtful accounts	(187,958)	(23,487)
	$ 172,379	$ 225,535

Patient accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectability of patient accounts receivable, the Center analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for uncollectible accounts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts.

For receivables associated with services provided to patients who have third-party coverage, the Center analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for uncollectible accounts, if necessary (for example, for expected uncollectible deductibles and copayments on accounts for which the third-party payor has not yet paid, or for payors who are known to be having financial difficulties that make the realization of amounts due unlikely).

For receivables associated with self-pay patients (which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill), the Center records a provision for uncollectible accounts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates (or the discounted rates provided by the Center's policy) and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

The Center's allowance for doubtful accounts was 52% and 9%, respectively, of patient accounts receivable at December 31, 2017 and 2016. The Center annually updates its charity care and uninsured discount policies. The Center had approximately $0 and $46,000, respectively, of write-offs during the years ended December 31, 2017 and 2016.

Note 3 - Grants receivable and revenue

Grants receivable are evidenced by contracts with a variety of federal and state government agencies and, based on historical experience, management believes these receivables represent negligible credit risk. Accordingly, management has not established an allowance for doubtful accounts.

The Center receives a significant amount of grants from DHHS. As with all government funding, these grants are subject to reduction or termination in future years. For the years ended December 31, 2017 and 2016, grants from DHHS (including both direct awards and awards passed through other organizations) consisted of 94% and 93% of grant revenue, respectively.

Note 4 - Property and equipment

Property and equipment consisted of the following at December 31:

	2017	2016
Land and improvements	$ 345,704	$ 269,304
Furniture and equipment	457,750	156,330
Buildings and improvements	2,034,011	2,028,617
Total property and equipment	2,837,465	2,454,251
Construction in progress	25,342	167,617
	2,862,807	2,621,868
Less accumulated depreciation and amortization	(627,528)	(507,597)
	$ 2,235,279	$ 2,114,271

The Center has made renovations to buildings with federal grant funding under the Capital Improvement Program and the Capital Development Program. In accordance with the grant agreements, a Notice of Federal Interest ("NFI") is required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management, Health Resources and Services Administration ("OFAM, HRSA"); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

Note 5 - Long-term debt

Long-term debt consists of the following as of December:

	2017	2016
Mortgage note, payable to a local bank in monthly installments of principal and interest of $2,466 with an interest rate fixed at 4.6% through December 2023 at which time the remaining principal is due; collateralized by a first mortgage on property and equipment with 90% of balance guaranteed by the United States Department of Agriculture. Unamortized debt issuance costs were $3,835 and $4,471 as of December 31, 2017 and 2016, respectively. Loan costs on the above loan are being amortized using an imputed interest rate of approximately 5.375%.	$ 154,894	$ 176,787
Note payable to a local bank with an interest rate fixed at 4.6%, with monthly payments of principal and interest of $1,962 through December 2023, collateralized by a second mortgage on property and equipment with 90% of the balance guaranteed by the United States Department of Agriculture.	123,546	140,968
	278,440	317,755
Less unamortized debt issuance costs	(3,835)	(4,471)
Less current maturities	(41,274)	(40,568)
	$ 233,331	$ 272,716

Aggregate annual maturities on long-term debt for the five years subsequent to December 31, 2017 and thereafter are as follows:

2018	$ 41,274
2019	43,185
2020	45,214
2021	47,338
2022	49,562
Thereafter	51,867
	$ 278,440

Interest expense incurred on all debt amounted to $13,819 and $15,518, respectively, for the years ended December 31, 2017 and 2016.

PRELIMINARY DRAFT
SUBJECT TO CHANGE

Note 6 - Functional expenses

The Center provides health care services primarily to residents within its geographic area. Certain costs have been charged to health care services and general and administrative based on a combination of specific identification and allocation by management. Expenses related to providing these services are as follows for the years ended December 31:

	2017	2016
Health care services	$ 4,721,808	$ 4,689,478
General and administrative	3,192,081	1,382,214
	$ 7,913,889	$ 6,071,692

Note 7 - Operating leases

The Center leases program and administrative space from an unrelated party through April, 2030. The Center also leases a parking lot from an unrelated party through October, 2045. Future minimum lease payments for the five years subsequent to December 31, 2017 and thereafter are as follows:

2018	$ 6,824
2019	6,824
2020	6,824
2021	7,248
2022	7,672
Thereafter	46,585
	$ 81,977

Note 8 - Pension plan

The Center sponsors a SIMPLE IRA defined contribution plan that includes a 3% employer matching contribution. The Center contributed $72,621 and $54,046, respectively, to the plan during the years ended December 31, 2017 and 2016.

Note 9 - Patient service revenue (net of contractual allowances and discounts)

The Center recognizes patient service revenue associated with services provided to patients who have Medicaid, Medicare and third party payor coverage on the basis of contractual rates for services rendered.

PRELIMINARY DRAFT SUBJECT TO CHANGE

Indian Stream Health Center, Inc.

Notes to Financial Statements
December 31, 2017 and 2016

For the years ended December 31, 2017 and 2016, patient service revenue, net of contractual allowances and discounts, consists of the following:

	2017	2016
Medicaid	$ 832,324	$ 665,128
Medicare	1,081,257	1,106,055
Third-party payors	683,978	651,581
Self-pay patients	151,021	82,710
	$ 2,748,580	$ 2,505,474

Medicaid and Medicare revenue is reimbursed to the Center at the net reimbursement rates determined by each program. Reimbursement rates are subject to revisions under the provision of reimbursement regulations. Adjustments for such revisions are recognized in the fiscal year incurred.

Note 10 - Commitments and contingencies

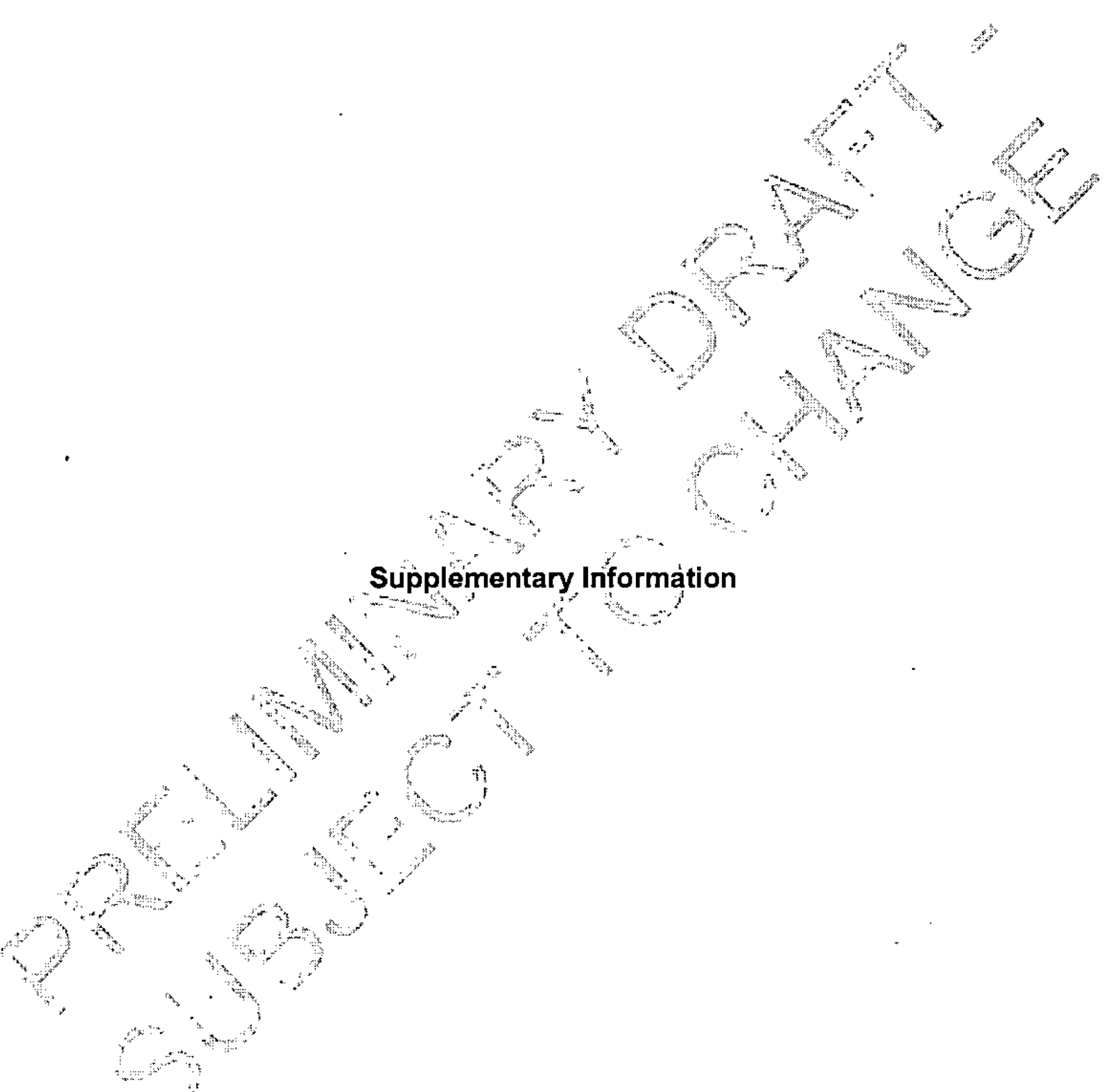
The Center has contracted with various funding agencies to perform certain healthcare services and receives Medicaid and Medicare revenue from federal, state and local governments. Reimbursements received under these contracts and payments from Medicaid and Medicare are subject to audit by federal, state and local governments and other agencies. Upon audit, if discrepancies are discovered, the Center could be held responsible for refunding the amounts in question.

The healthcare industry is subject to voluminous and complex laws and regulations of federal, state and local governments. Compliance with such laws and regulations can be subject to future government review and interpretation as well as regulatory actions unknown or unasserted at this time. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, government healthcare program participation requirements, reimbursement laws and regulations, anti-kickback and anti-referral laws and false claims prohibitions.

In recent years, government activity has increased with respect to investigations and allegations concerning possible violations of reimbursement, false claims, anti-kickback and anti-referral statutes and regulation by healthcare providers. The Center believes that it is in material compliance with all applicable laws and regulations and is not aware of any pending or threatened investigations involving allegations of potential wrongdoing. Upon audit, if discrepancies are discovered, the Center could be held responsible for refunding the amounts in question.

The Center maintains its medical malpractice coverage under the Federal Tort Claims Act (the "FTCA"). The FTCA provides malpractice coverage to eligible PHS supported programs and applies to the Center and its employees while providing services within the scope of employment included under grant-related activities. The Attorney General, through the U.S. Department of Justice, has the responsibility for the defense of the individual and/or grantee for malpractice cases approved for FTCA coverage. The Center also maintains "claims made" gap insurance with coverage of $1,000,000 per claim and $3,000,000 in the aggregate.

The Center is involved in claims and legal actions in the ordinary course of business. Management is of the opinion that the ultimate outcome of these matters will not have a material adverse impact on the financial position, results of operations or cash flows of the Center.


PRELIMINARY DRAFT - SUBJECT TO CHANGE

Supplementary Information

Indian Stream Health Center, Inc.

Schedule of Expenditures of Federal Awards
Year Ended December 31, 2017

Federal grantor/pass-through grantor/program or cluster title	Federal CFDA number	Pass-through entity identifying number	Passed through to subrecipients	Total federal expenditures
U.S. Department of Health and Human Services				
Health Center Program Cluster				
Health Center Program	93.224	N/A	$ -	$ 417,906
Grants for New and Expanded Services under the Health Center Program	93.527	N/A	-	1,656,817
Total Health Center Program Cluster			-	2,074,723
Passed through from Coos County Family Health Services				
Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)	93.758	Not Available		8,056
Passed through the State of New Hampshire Department of Health and Human Services				
TANF Cluster				
Temporary Assistance for Needy Families	93.558	1502 NHTANF		5,485
Total TANF Cluster				5,485
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations financed in part by Prevention and Public Health Funds	93.752	U58DP003930	-	8,769
Family Planning Services	93.217	FPHPA016063	-	9,137
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	NU58DP006298	-	5,167
Block Grants for Prevention and Treatment of Substance Abuse	93.959	T1010035-14	-	324
Maternal and Child Health Services Block Grant to the States	93.994	B04MC30627	-	5,530
Total expenditures of federal awards			$ -	$ 2,117,191

PRELIMINARY DRAFT SUBJECT TO CHANGE

See Notes to Schedules of Expenditures of Federal Awards.

Indian Stream Health Center, Inc.

Notes to Schedule of Expenditures of Federal Awards
December 31, 2017

Note 1 - Basis of presentation

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of Indian Stream Health Center, Inc. (the "Center") under programs of the federal government for the year ended December 31, 2017. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Because the Schedule presents only a selected portion of the operations of the Center, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Center.

Note 2 - Summary of significant accounting policies

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. The Center has elected to not use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

PRELIMINARY DRAFT
SUBJECT TO CHANGE

CohnReznick LLP
cohnreznick.com

Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

To the Board of Directors
Indian Stream Health Center, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Indian Stream Health Center, Inc. (the "Center"), which comprise the statement of financial position as of December 31, 2017, 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 ________, 2018.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Center's internal control over financial reporting ("internal control") to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Center's internal control. Accordingly, we do not express an opinion on the effectiveness of the Center's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs, that we consider to be a material weakness (Finding 2017.001).

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Center's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

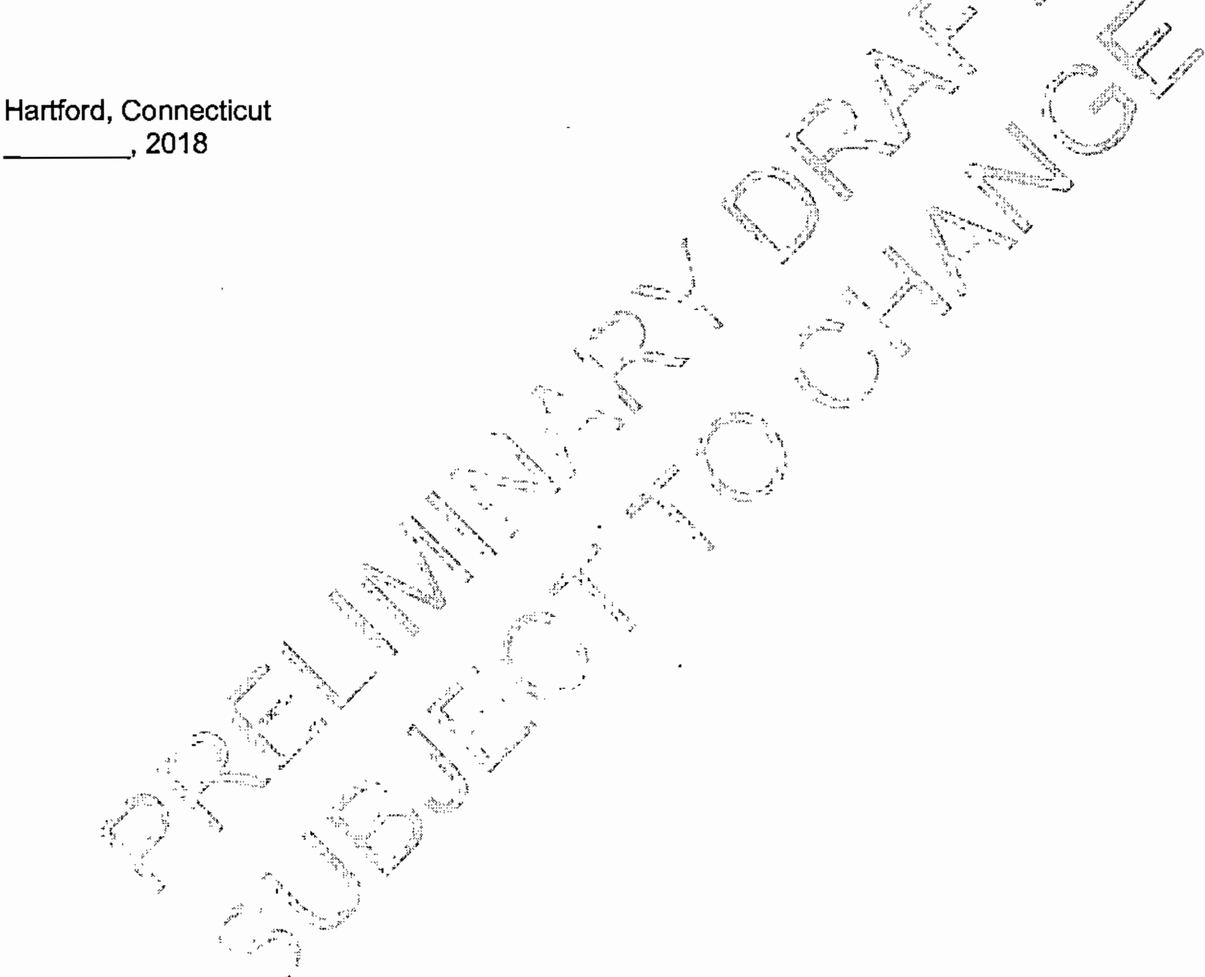
Indian Stream Health Center, Inc.'s Response to Finding

The Center's response to the finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The Center'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

This 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.

Hartford, Connecticut
________, 2018



CohnReznick LLP
cohnreznick.com

Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance Required by the Uniform Guidance

To the Board of Directors
Indian Stream Health Center, Inc.

Report on Compliance for Each Major Federal Program

We have audited Indian Stream Health Center, Inc.'s (the "Center") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Center's major federal programs for the year ended December 31, 2017. The Center'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 federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of the Center's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Center's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Center's compliance.

Opinion on Each Major Federal Program

In our opinion, the Center complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2017.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as Findings 2017.002 and 2017.003. Our opinion on each major federal program is not modified with respect to these matters.

The Center's response to the noncompliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The Center'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 Center is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Center's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Center's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies 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 questioned costs as Findings 2017.002 and 2017.003, that we consider to be significant deficiencies.

The Center's response to the internal control over compliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The Center'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 internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Hartford, Connecticut
________, 2018

Indian Stream Health Center, Inc.

Schedule of Findings and Questioned Costs
Year Ended December 31, 2017

Section I - Summary of Auditor's Results

<u>Financial Statements</u>

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:	Unmodified opinion
Internal control over financial reporting	
• Material weakness(es) identified?	✓ yes ___ no
• Significant deficiency(ies) identified?	___ yes ✓ none reported
Noncompliance material to financial statements noted?	___ yes ✓ no

<u>Federal Awards</u>

Internal control over major programs	
• Material weakness(es) identified?	___ yes ✓ no
• Significant deficiency(ies) identified?	✓ yes ___ none reported
Type of auditor's report issued on compliance for major federal programs	Unmodified opinion
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	✓ yes ___ no

Identification of major programs

CFDA Number(s)	Name of Federal Program
	U.S. Department of Health and Human Services Health Center Program Cluster
93.224	Health Center Program
93.527	Grants for New and Expanded Services under the Health Center Program

Dollar threshold used to distinguish between type A and B programs <u>$750,000</u>

Auditee qualified as low-risk auditee? ___ yes ✓ no

PRELIMINARY DRAFT
SUBJECT TO CHANGE

Indian Stream Health Center, Inc.

Schedule of Findings and Questioned Costs
Year Ended December 31, 2017

Section II - Financial Statement Findings

Finding 2017.001 - Books and Records

Criteria
Reconciliation on a timely basis of books and records to ensure the financial statements are presented fairly in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Condition
A significant number of adjusting journal entries were necessary for proper reporting of the Center's financial position and activity.

Cause
This condition can be attributed to lack of adequate staff support in the finance department. As a result, the Center's finance department was not able to perform detailed reviews of certain accounts and adjust the books accordingly.

Effect
This condition may lead to inaccurate financial reporting and potential misstatement of the financial statements, such that they may not be in accordance with GAAP.

Recommendation
The Center should review its current policies and procedures to ensure the timely reconciliation of accounts on a monthly basis.

Views of Responsible Officials and Planned Corrective Actions
There are vast improvements over FY 2016. The last remaining items were fees receivable and after making multiple changes, including bringing the EMR in-house the fees receivable will be accurately accrued as of March 31, 2018.

PRELIMINARY DRAFT
SUBJECT TO CHANGE

Indian Stream Health Center, Inc.

Schedule of Findings and Questioned Costs
Year Ended December 31, 2017

Section III - Federal Awards Findings and Questioned Costs

Finding 2017.002:	Time and Effort Reporting
Grantor:	U.S. Department of Health and Human Services
Federal Program Names:	Health Center Program Cluster, Health Center Program, Grants for New and Expanded Services under the Health Center Program
CFDA Numbers:	93.224 and 93.527

Criteria
The Uniform Guidance requires that time and effort reporting should be maintained that accounts for the total activity of employees and the programs/funding sources charged. These reports should be as stipulated in DHHS regulations. The reports must be signed by the individual employee or by a responsible supervisory official having first-hand knowledge of the activities performed by the employee indicating that the distribution of activity represents a reasonable estimate of the actual work performed by the employee during the periods covered by the reports.

Condition
The Center's methodology of allocating personnel costs did not clearly illustrate the review by employees and direct supervisors. Furthermore, the Center did not record the personnel costs allocated with grant programs to the general ledger through use of an identifier such as a cost center.

Questioned Costs
None.

Cause
The general ledger system is linked to the Center's time management system, which was not currently set up to track cost centers associated with individual grants. As a result, the time and effort reporting was not being completed.

Effect
Certain personnel costs allocated to funding sources are not supported by after-the-fact time and effort reports.

Identification as Repeat Finding
2016.002.

Recommendation
The Center should prepare after-the-fact time and effort reports in accordance with the regulations of the Uniform Guidance and the Center's policies. The Center should perform some quality control on the review and approval process of time and effort reporting periodically throughout the year. Lastly, the personnel costs should be allocated to the general ledger through the use of an identifier such as a cost center.

Views of Responsible Officials and Planned Corrective Actions
Time and effort reporting will be contemporaneous in Q3 2018.

PRELIMINARY DRAFT SUBJECT TO CHANGE

Indian Stream Health Center, Inc.

Schedule of Findings and Questioned Costs
Year Ended December 31, 2017

Finding 2017.003:	Report Filing
Grantor:	U.S. Department of Health and Human Services
Federal Program Names:	Health Center Program Cluster, Health Center Program, Grants for New and Expanded Services under the Health Center Program
CFDA Numbers:	93.224 and 93.527

<u>Criteria</u>
In accordance with the Uniform Guidance, quarterly reports of recipients of federal funds are required to be submitted within 30 days after the end of each fiscal quarter.

<u>Condition</u>
The Center did not submit their first quarterly report on a timely basis.

<u>Questioned Costs</u>
None.

<u>Cause</u>
The Center was not able to compile the financial information in enough time to complete the report and submit timely.

<u>Effect</u>
The Center did not comply with the appropriate rules and regulations as per the Uniform Guidance.

<u>Identification as Repeat Finding</u>
2016.003.

<u>Recommendation</u>
The Center should implement a series of controls to ensure all accounting records are analyzed and proper support is available in order to ensure that the stipulated reports are submitted on a timely basis to the federal government.

<u>Views of Responsible Officials and Planned Corrective Actions</u>
A report due on a Sunday in Q1 2017 was submitted on a Monday instead of a Friday as a misunderstanding of reporting protocols. It will not happen again.

PRELIMINARY DRAFT SUBJECT TO CHANGE

INDIAN STREAM HEALTH CENTER
BOARD OF DIRECTORS
June 2017 -2018

Contact List

Name &Status* *REFERENCE PIN 2014-01	Officers	Telephone - Home	Work Place Info	Home Address	E-mail Address
Gail Fisher (U)	President				
Steve Ellis (N)	Vice President				
Dallas Chase (U)					
David Thatcher (U)					
Linda Lomasney (U)	Secretary				
Jennifer Noyes (N)					
Lindsay Rancourt (N)					
Mike Burtnick (U)					

INDIAN STREAM HEALTH CENTER
BOARD OF DIRECTORS
June 2017 -2018

Contact List

INDIAN STREAM HEALTH CENTER
BOARD OF DIRECTORS
June 2017 -2018

Contact List

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Gail Fisher (U)	President				
Steve Ellis (N)	Vice President				
Dallas Chase (U)					
David Thatcher (U)					
Linda Lomasney (U)	Secretary				
Jennifer Noyes (N)					
Lindsay Rancourt (N)					
Mike Burtnick (U)					

ALLIE WHITE

Skills

Director/Management

- Foster team success by implementing progressive strategies and clear action plans while leading the team through changing environments.
- Coordinate with executive management and other departments to achieve strategic technological goals while also identifying and implementing key business requirements and prioritizing projects to meet those objectives.

Hardware/Software

- End User Equipment
- Servers
- Networking Equipment
- Microsoft
- VMWare
- Cisco
- Adobe

EDUCATION

Chemistry-Physics, Bachelor of Science — August 2003 – May 2007
Keene State College, Keene, NH

Independent Study Research — Spring 2007
Keene State College, Keene, NH
Investigated and compared the effect of oxygenated and regular race fuel on engine performance under the supervision of physics professor.

WORK EXPERIENCE

IT Director — Fall 2012 – Present
Indian Stream Health Center, Colebrook, NH
Information System Director at a Federally Qualified Health Center. Plan, configure, implement, and follow through on all networking, end user, and server equipment for multiple organizational sites. Manage the Electronic Medical record, all interfacing and interoperability, and reporting functionality. Perform all clinical data analytics and external reporting to HRSA, DHHS, etc. for quality metrics.

IT Assistant / Administrative Assistant — Fall 2010 – Fall 2012
Indian Stream Health Center, Colebrook, NH
Assistant to the Information Systems Manager. Lead designer and developer for the organization's web site and promotional digital media (newsletters, advertisements, etc.). Provide daily help desk support for staff. Maintain organization's IT inventory database, and place orders for replacement equipment, toner, and parts. Act as the liaison to Bi-State Primary Care Association's Marketing Director.
http://www.indianstream.org

Screen Printing and Independent Graphic Design — Spring 2008 – Fall 2012
Hazardous Design, Colebrook, NH
Self-started business of screen printing with eco-friendly materials. Design and create custom screen printing on many sorts of apparel. Design, create, and install vinyl lettering and decals, signage, and vinyl wall art. Provide graphic design services; designing logos, templates, and marketing material for clients. Utilize contemporary design to create web sites for specific client needs.

Teacher Assistant — Spring 2009 – Spring 2010
Brook's Colebrook Country Day School, Colebrook, NH

Manufacturing Operator — Winter 2007 – Summer 2008
LONZA Biologics, Inc., Portsmouth, NH

ACTIVITIES / AFFILIATIONS / LEADERSHIP

Small Community Grants Board, Neil and Louise Tillotson Fund (2014-Present)
Community Practitioner's Network, Neil and Louise Tillotson Fund (2011-2014)
Mentor, Softball Coach, Girl's Middle School Team, Colebrook, NH (2009)
Volunteer, Youth Connection Afterschool Program, Somersworth, NH (2007 - 2008)
Volunteer, Harrisville After-School Program, Harrisville, NH (2006 –2007)
Member, RHA, Residential Hall Association (2005)
Member, Women's Rugby Club (2005 – 2007)

Gaetane R Boire

Phone E-mail

Education:

1971: Colebrook Academy, Colebrook, NH 03576
High School Diploma

1999: Series 6 & 66 License
Investment

Professional Experience:

2009 – Present Indian Stream Health Center, Colebrook, NH 03576

- Clerical work
- Switchboard Operator
- Patient check-in

1994 – 2009 Citizens Bank, Colebrook, NH 03576

- Business Banking Officer, assistance to Business Customers
- Customer Service to both Business and Personal Customers
- Lending Officer to both Business and Personal Customers
- Financial Advisor

1993 – 1994 Thibault Real Estate & Insurance, Canaan, VT 05903

- Office Clerk
- Receptionist
- Customer Service to insurance coverage

1992 – 1993 Dr. Dana Merethew, Colebrook, NH 03576

- Office Clerk
- Billing
- Filing

1980 – 1992 Manchester Manufacturing Inc., Colebrook, NH

- Data Processing Manager
- Implement and maintain inventory control, from receipt of goods, order entry, shipment of import products and invoicing at a distribution center

1975 – 1980 Manchester Manufacturing Inc., Colebrook, NH

- Receptionist
- Utility Clerk giving support to Accounts Receivable, Accounts Payable and Controller
- Payroll Clerk, calculating daily piecework sheets of 150 employees along with generation of paycheck and W-2s

References:

Available upon request

Louise Owen

CAREER OBJECTIVE To obtain a position with the opportunity for growth.

EDUCATION *Certificates from White Mountain Community College* *December 2008*

Medical Office Assistant and Medical Coding.

Relevant courses: Formatting in Word, Excel, Access Medical Office Procedures, Medical Coding, Medical Billing, Medical Terminology,.

Medical software used: Medisoft and Office Hours.

EXPERIENCE *Indian Stream Health Center* *March 2009-Current Employment*

Job Title: *Data Entry Clerk*

Responsibilities include:

- Scan incoming medical records.
- Request medical records from other providers or hospitals.
- Answer the telephone when at registration desk.
- Check in patients, check insurance, collect co pays, and input any new or changed information.
- Answer any questions the patient has or direct the patient to the person who can.

Wausau Paper, Groveton, NH *June 1998-December 2007*

Job Title: Senior Pulper Operator, Stock Preparation

Responsibilities included:

- Supplied stock to the paper machines and data entry for daily order processing.
- Responsible for situational analysis and troubleshooting.
- Inventory control.

First Colebrook Bank *1993-1998*
Job Title: Bookkeeping 111

Responsibilities included:

- Administrative data processing on a mainframe computer system.
- Collaborated with computer support personnel to resolve any problems.
- Customer support for both bank officers and clients.

REFERENCES Available on request.

Chantal R. Dostie, RN

Qualifications Summary

Self directed, skilled and detail-oriented Registered Nurse prepared to leverage related practicum, experience, and education to excel as a RN Care Management Team Member.

- **Healthcare Procedures:** In-depth knowledge of a range of standard procedures, including administering medication, creating and maintaining patient charts, conducting assessments, and monitoring patients for change, have requested from physicians when appropriate Tele Health monitoring and then installed, monitored and instructed on Tele Health for patients. Healthcare Provider BLS Certified Jan 2015 (ME-NH-VT).
- **Patient Care:** Proven track record of building patient trust and providing high-caliber care to ensure effective disease management and return to health. Experience with developing, tracking, and evaluating care plans, ensuring patients understand and are equipped to facilitate recovery.
- **Leadership & Communication:** Results-oriented leader with ability to supervise / mentor colleagues, manage duty schedules, and provide mentoring and guidance focused on patient care. Possess communication skills, highly adept at interacting with physicians, translating patient symptoms, and verifying physician orders.
- **Key Strengths:** Ability to remain calm and poised in highly stressful and dynamic environments, able to address emergency situations with focus and professionalism. Highly organized and committed team-player with demonstrated willingness to collaborate and partner with colleagues.

Educational Background

Associate of Science Degree in Nursing, 2008 • White Mountains Community College, Berlin, NH
Health Sciences Certificate ~ Phi Theta Kappa

Clinical Health Coach Training – November 2017

Southern University of New Hampshire – Enrolled in BSN program Started March 2017

Professional Experience

Weeks Medical Center, Lancaster, NH – Northwood's Home Health & Hospice which is now under the Northern New Hampshire Healthcare Colaborative

Registered Nurse / Case Manager (10/2012 – 04/15/2017)

Provide comprehensive care to patients who are referred for Home Health Services for skilled nursing for all ages from infants to geriatrics. Providing Assessment, Instruction on disease management and medication teaching. Reported to patients primary physicians when concerns arise. Conduct wound assessments of various degrees of wounds and provide treatment. Facilitate information to other facilities when necessary for a patient whom is being sent to a facility.

- Leverage effective communication skills to build rapport with patients and gather detailed medical histories to effectively assess problems; relay information to physicians and verify orders and care plans.
- Initiated education to patients concerning there illness or disease process and medications.
- Team Leader during a time the agency was growing and it did not have a supervisor in place.
- Provided teaching to staff on the documentation process, was a preceptor to new staff.

NORTHERN HUMAN SERVICES, COLEBROOK, NH 03576

Registered Nurse (09/9011 – 10/2012)

Provides healthcare coordination for all individuals being served by the area agency. Provides medication administration training to non-licensed staff according to state regulations. Reviews medical records and correspondence of individuals served.

- Leverage effective communication skills to build rapport with individuals, home care providers and physicians to provided healthcare coordination of all individuals being served by agency.
- Initiates education to home care providers for medication administration, medications and any health care concerns of the individual the home care provider is taking care of.
- Prepares for and participates in state certification reviews.
- Provides Quality Reviews of medication administration in certified homes and reviews of medical records as they pertain to the state regulations on a monthly or quarterly schedule.
- Participates in a medication review clinic with the psychiatrist as needed.
- Meets quarterly with all area agency nurses and the medical director.

WEEKS MEDICAL CENTER, LANCASTER, NH

Registered Nurse / Medical Surgical (04/2009 – 09/2011)

Provide comprehensive care to patients who are acute, or in need of skilled nursing, pre op and post op patients from general surgery, orthopedic , urological and gynecological, and of all ages from 6 months to 98 years of age. Conduct wound assessments of various degrees of wounds and provide treatment. Process admission and discharge of patients. Facilitate information to other facilities when necessary for a patient whom is being transferred.

- Leverage effective communication skills to build rapport with patients and gather detailed medical histories to effectively assess problems; relay information to physicians and verify orders and care plans.
- Initiated education to patients concerning there illness or disease process.
- Cross trained in Case Management to help facilitate a treatment plan for patient's concerning there needs for discharge.

COOS COUNTY NURSING HOSPITAL & COOS COUNTY HOUSE OF CORRECTIONS, West Stewartstown, NH

Registered Nurse / Night Charge Nurse (06/2008 – 01/2009) **/ Licensed Practical Nurse** (06/2007 – 06/2008) **/ Licensed Nursing Assistant** (1999 – 2001; 2006 – 2007)

Provide comprehensive care to 80+ nursing home residents and inmates, including performing patient assessments and administering medication. Process admissions, readmissions, and transfers. Chart and monitor care plans. Conduct wound assessments, prepare treatment, and apply dressings. Handle detox situations and enact protocols in a timely manner. Communicate regularly with physicians and transcribe orders. Serve as supervisor for 6 LNAs. In earlier roles, assisted patients with ADLs, charted care plans, and assisted staff with general care.

- Leverage effective communication skills to build rapport with patients and gather detailed medical histories to effectively assess problems; relay information to physicians and verify care plans.
- Consistently demonstrate outstanding work ethic and willingness to exceed expectations to ensure optimal patient care.

Tanya Young, RN

Summary of Qualifications

1988-1990 New Hampshire Vocational Technical College
Berlin, NH
- Associate Degree in Nursing

1990-Current
- Registered Nurse in the State of New Hampshire
  License # 036365-21
- Registered Nurse in the State of Vermont
  License # 026.0103128

Current
- AHA BLS Provider

Professional Experience

1989-1990
Upper Connecticut Valley Hospital as a GPN, working in the Emergency Room, Medical Surgical Floor and Obstetrics while attending college for my Associates Degree in Nursing

1990-2010
Upper Connecticut Valley Hospital in Colebrook, NH
- Staff RN cross-trained in Labor & Delivery, Newborn Care, Emergency Dept., Medical-Surgical Dept. and Post Anesthesia Care Unit
- Charge Nurse of Med-Surg. Staff as needed (1991-2000)

1990-2007
- Perioperative Nursing (Scrub & Circulate)
- Interim OR/PACU Supervisor (1995-1996)

1996-1997
- Camp Nurse – Eckerd Family Youth Alternatives
  Camp E-Toh-Anee Coleman State Park Colebrook, NH

1997-2010
- School Nurse – Pittsburg School in Pittsburg, NH
- Active member of Teen Task Force (Pregnancy Prevention)
- Leader in the Buckle – Up for Safety Program
- Leader in the Risk Watch Program (Injury Prevention Program)
- Instructor in Prevention Programs
  - Sun Safety
  - Healthy Eating/Exercise

-Dental Hygiene
-Hand washing/Cough Etiquette
-Helmet Safety
-Puberty Education
-Poison Prevention

- Provide annual Health Screenings and Immunizations

2001-2004

- Assist Physicians with School-Based Clinic
  Pittsburg School

2010 – Present
Indian Stream Health Center

2010 – 1/2016

- Nursing Staff and Women's Health Program Supervisor including Family Planning Administration/Employee Health

1/2016 – 8/2016

- Assistant Clinical Operations/Quality Assurance/NH Grants Manager/ACO Champion/Employee Health

8/2016 – 2/2017

- Risk Manager/NH Grants Manager/ACO Champion/Employee Health

2/2017 – Present

- Clinical Outreach Director/NH Grants Manager/Employee Health

Indian Stream Health Center

Key Personnel April 1 2018 to March 31 2019

PCS Grant

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Allie White	Information Systems Manager	$56,000	30%	$16,800
Gaetane Boire	QA/Data Entry Admin Support	$45,311	55%	$24,921
Tanya Young	RN QA/PCMH/CDSM Coordinator	$57,807	25%	$14,452
Chantal Dostie	RN Care Coordinator	$57,613	25%	$14,403
Louise Owen	Patient services admin support	$35,258	35%	$10,834
				$81,410

Indian Stream Health Center

Key Personnel April 1 2019 to March 31 2020

FORM NUMBER P-37 (version 5/8/15)

Subject: Primary Care Services (RFP-2018-DPHS-15-PRIMA)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lamprey Health Care, Inc.		1.4 Contractor Address 207 South Main Street, Newmarket, NH 03857	
1.5 Contractor Phone Number 603-659-2494	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $1,049,538
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature A. Ashton-Savage		1.12 Name and Title of Contractor Signatory Audrey Ashton Savage, President	
1.13 Acknowledgement: State of NH, County of Rockingham MICHELLE L. GAUDET, Notary Public, Commission Expires August 2, 2022 On April 6, 2018 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] Michelle L Gaudet			
1.13.2 Name and Title of Notary or Justice of the Peace Michelle L. Gaudet			
1.14 State Agency Signature Lisa Morris Date: 4/26/18		1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR, DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: [signature] On: 5/22/18			
1.18 Approval by the Governor and Executive Council *(if applicable)* By: On:			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials [illegible]
Date 4/6/18

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

Contractor Initials AAS
Date 4/6/18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

Contractor Initials AAS
Date 4/6/18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of

improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. **Definitions**

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

Contractor Initials: [handwritten initials]

Date: 4/6/18

2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

Contractor Initials: AAS
Date: 4/6/18

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

2.5.1.2. Age 18 through 64 BMI ≥ 18.5 and < 25

Contractor Initials: AAS
Date: 4/6/18

2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

Contractor Initials: ATS
Date: 4/6/18

recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. At Risk Population: Hypertension

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

Contractor Initials: [signature]
Date: 4/4/18

2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are

Contractor Initials: ATS
Date: 4/6/18

enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Exhibit A-2 – Report Timing Requirements

1.1. **Primary Care Services Reporting Requirements**

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2. **Annual Reports**

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each

identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year;

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1. Primary Care Services Measure Data Trend Table (DTT), due on;

1.3.1.1. July 31, 2018 (measurement period July 1– June 30) and;

1.3.1.2. January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF);

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Contractor Initials: AAS
Date: 4/6/18

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

      4.2.2. Onsite reviews may be required.

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

      Financial Administrator

      Department of Health and Human Services

      Division of Public Health

      29 Hazen Dr.

      Concord, NH 03301

Exhibit B

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

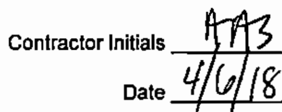


Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Lamprey Health Care Inc

Budget Request for: Primary Care Services

Budget Period: April 1, 2018 - June 30, 2018

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	1,957,441	0	1,957,441	1,850,561	0	1,850,561	106,880	0	106,880
2. Employee Benefits	323,703	0	323,703	299,391	0	299,391	24,312	0	24,312
3. Consultants	157,062	0	157,062	157,062	0	157,062	0	0	0
4. Equipment:	0	0	0	0	0	0	0	0	0
Rental	5,647	0	5,647	5,647	0	5,647	0	0	0
Repair and Maintenance	943	0	943	943	0	943	0	0	0
Purchase/Depreciation	7,828	0	7,828	7,828	0	7,828	0	0	0
5. Supplies:	0	0	0	0	0	0	0	0	0
Educational	11,700	0	11,700	11,700	0	11,700	0	0	0
Lab	14,500	0	14,500	14,500	0	14,500	0	0	0
Pharmacy	93,500	0	93,500	93,500	0	93,500	0	0	0
Medical	19,625	0	19,625	19,625	0	19,625	0	0	0
Office	13,979	0	13,979	13,979	0	13,979	0	0	0
6. Travel	3,084	0	3,084	3,084	0	3,084	0	0	0
7. Occupancy	168,035	0	168,035	168,035	0	168,035	0	0	0
8. Current Expenses	0	0	0	0	0	0	0	0	0
Telephone	39,932	0	39,932	39,932	0	39,932	0	0	0
Postage	4,376	0	4,376	4,376	0	4,376	0	0	0
Subscriptions	1,791	0	1,791	1,791	0	1,791	0	0	0
Audit and Legal	7,500	0	7,500	7,500	0	7,500	0	0	0
Insurance	6,250	0	6,250	6,250	0	6,250	0	0	0
Board Expenses	1,685	0	1,685	1,685	0	1,685	0	0	0
9. Software	0	0	0	0	0	0	0	0	0
10. Marketing/Communications	0	0	0	0	0	0	0	0	0
11. Staff Education and Training	18,701	0	18,701	18,701	0	18,701	0	0	0
12. Subcontracts/Agreements	0	0	0	0	0	0	0	0	0
13. Other (specific details mandatory):Dues	4,402	0	4,402	4,402	0	4,402	0	0	0
	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0
TOTAL	2,861,685	0	2,861,685	2,730,493	0	2,730,493	131,192	0	131,192
Indirect As A Percent of Direct		0							

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: Lamprey Health Care Inc.

Budget Request for: Primary Care Services

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

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	8177730	0	8177730	7750220	0	7750220	427510	0	427510
2. Employee Benefits	1365796	0	1365796	1268537	0	1268537	97259	0	97259
3. Consultants	628248	0	628248	628248	0	628248	0	0	0
4. Equipment:	0	0	0	0	0	0	0	0	0
Rental	22588	0	22588	22588	0	22588	0	0	0
Repair and Maintenance	3771	0	3771	3771	0	3771	0	0	0
Purchase/Depreciation	31311	0	31311	31311	0	31311	0	0	0
5. Supplies:	0	0	0	0	0	0	0	0	0
Educational	48204	0	48204	48204	0	48204	0	0	0
Lab	59740	0	59740	59740	0	59740	0	0	0
Pharmacy	392700	0	392700	392700	0	392700	0	0	0
Medical	80855	0	80855	80855	0	80855	0	0	0
Office	57595	0	57595	57595	0	57595	0	0	0
6. Travel	12335	0	12335	12335	0	12335	0	0	0
7. Occupancy	705747	0	705747	705747	0	705747	0	0	0
8. Current Expenses	0	0	0	0	0	0	0	0	0
Telephone	159729	0	159729	159729	0	159729	0	0	0
Postage	17505	0	17505	17505	0	17505	0	0	0
Subscriptions	7165	0	7165	7165	0	7165	0	0	0
Audit and Legal	30000	0	30000	30000	0	30000	0	0	0
Insurance	25000	0	25000	25000	0	25000	0	0	0
Board Expenses	6741	0	6741	6741	0	6741	0	0	0
9. Software	0	0	0	0	0	0	0	0	0
10. Marketing/Communications	0	0	0	0	0	0	0	0	0
11. Staff Education and Training	74805	0	74805	74805	0	74805	0	0	0
12. Subcontracts/Agreements	0	0	0	0	0	0	0	0	0
13. Other (specific details mandatory): Professional	17606	0	17606	17606	0	17606	0	0	0
	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0
TOTAL	11925170	0	11925170	11400401	0	11400401	524769	0	524769

Indirect As A Percent of Direct 0

New Hampshire Department of Health and Human Services

Bidder/Program Name: Lamprey Health Care Inc.

Budget Request for: Primary Care Services

Budget Period: July 1, 2019 - March 31, 2020

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	6133298	0	6133298	5812665	0	5812665	320633	0	320633
2. Employee Benefits	1024347	0	1024347	951403	0	951403	72944	0	72944
3. Consultants	471186	0	471186	471186	0	471186	0	0	0
4. Equipment:	0	0	0	0	0	0	0	0	0
Rental	16941	0	16941	16941	0	16941	0	0	0
Repair and Maintenance	2828	0	2828	2828	0	2828	0	0	0
Purchase/Depreciation	23483	0	23483	23483	0	23483	0	0	0
5. Supplies:	0	0	0	0	0	0	0	0	0
Educational	36153	0	36153	36153	0	36153	0	0	0
Lab	44805	0	44805	44805	0	44805	0	0	0
Pharmacy	294525	0	294525	294525	0	294525	0	0	0
Medical	60641	0	60641	60641	0	60641	0	0	0
Office	43198	0	43198	43198	0	43196	0	0	0
6. Travel	9251	0	9251	9251	0	9251	0	0	0
7. Occupancy	529310	0	529310	529310	0	529310	0	0	0
8. Current Expenses	0	0	0	0	0	0	0	0	0
Telephone	119797	0	119797	119797	0	119797	0	0	0
Postage	13129	0	13129	13129	0	13129	0	0	0
Subscriptions	5374	0	5374	5374	0	5374	0	0	0
Audit and Legal	22500	0	22500	22500	0	22500	0	0	0
Insurance	18750	0	18750	18750	0	18750	0	0	0
Board Expenses	5056	0	5056	5056	0	5056	0	0	0
9. Software	0	0	0	0	0	0	0	0	0
10. Marketing/Communications	0	0	0	0	0	0	0	0	0
11. Staff Education and Training	56104	0	56104	56104	0	56104	0	0	0
12. Subcontracts/Agreements	0	0	0	0	0	0	0	0	0
13. Other (specific details mandatory): Professional	13205	0	13205	13205	0	13205	0	0	0
	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0
TOTAL	8943878	0	8943878	8550301	0	8550301	393577	0	393577
Indirect As A Percent of Direct		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;

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

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

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

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

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

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

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

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

4/6/18 — Date

A. Ashton-Savage
Name:
Title:

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

4/6/18
Date

A. Ashton Savage
Name:
Title:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials ATS
Date 4/6/18

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Contractor Name:

4/6/18
Date

A. Ashton-Savage
Name:
Title:

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.

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

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

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

Contractor Name:

4/6/18
Date

A. Ashton-Savage
Name:
Title:

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

4/6/18
Date

A. Ashton-Savage
Name:
Title:

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

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

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Lamprey Health Care
The State	Name of the Contractor
[signature]	[signature]
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Audrey Ashton-Savage
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	President of Board
Title of Authorized Representative	Title of Authorized Representative
4/26/18	4/6/18
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

4/6/18
Date

A. Ashton-Savage
Name:
Title:

FORM A

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

1. The DUNS number for your entity is: 040254401

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

   ✓ NO ________ YES

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

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

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

   ________ NO ________ YES

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

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

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

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or

consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not

use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the

scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

b. safeguard this information at all times.

c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact program and policy:
   (Insert Office or Program Name)
   (Insert Title)
   DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:
   DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:
   DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:
   DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:
   DHHSInformationSecurityOffice@dhhs.nh.gov
   DHHSPrivacy.Officer@dhhs.nh.gov

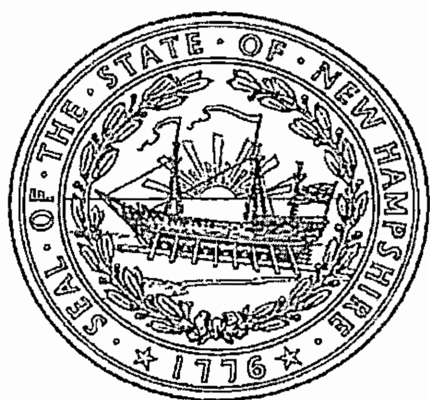
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAMPREY HEALTH CARE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 16, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66382

Certificate Number : 0004080481



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April A.D. 2018.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, T. Chris Drew, do hereby certify that:

1. I am a duly elected Officer of Lamprey Heath Care, Inc.

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 Wednesday, January 24, 2018:

RESOLVED: That the Audrey Ashton-Savage, President

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 6th day of April, 2018.
(Date Contract Signed)

4. T. Chris Drew is the duly elected Secretary of the Agency.

(Signature of the Elected Officer)

STATE OF New Hampshire

County of Rockingham

The forgoing instrument was acknowledged before me this 6th day of April, 2018.

By T. Chris Drew, Secretary, Lamprey Health Care, Inc.
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

MICHELLE L. GAUDET, Notary Public
My Commission Expires August 2, 2022

Commission Expires: ____________

LAMPHEA-01 DJOYAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/03/2017

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

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

PRODUCER License # 1780862	CONTACT NAME: Dan Joyal	
HUB International New England 100 Central Street Suite 201 Holliston, MA 01746	PHONE (A/C, No, Ext): (800) 649-9111	FAX (A/C, No): (508) 429-4010
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURED	INSURER B :	
Lamprey Health Care, Inc. 207 South Main Street Newmarket, NH 03857	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PHPK1678376	07/01/2017	07/01/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 10,000			PHUB591449	07/01/2017	07/01/2018	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	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	CANCELLATION
Evidence of Coverage	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE John Zawilinski

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LAMPHEA-01 LHANNON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/13/2018

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

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

PRODUCER License # 1780862	CONTACT NAME: Dan Joyal	
HUB International New England 100 Central Street Suite 201 Holliston, MA 01746	PHONE (A/C, No, Ext): (774) 233-6208	FAX (A/C, No):
	E-MAIL ADDRESS: dan.joyal@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Atlantic Charter Insurance Company	44326
INSURED	INSURER B :	
Lamprey Health Care, Inc. 207 South Main Street Newmarket, NH 03857	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA00545405	07/01/2017	07/01/2018	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Evidence of Workers Compensation Coverage.

CERTIFICATE HOLDER	CANCELLATION
For Record Purposes	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE John Zawilinski

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The ACORD name and logo are registered marks of ACORD

Our Mission

The mission of Lamprey Health Care is to provide high quality primary medical care and health related services, with an emphasis on prevention and lifestyle management, to all individuals regardless of ability to pay.

- We seek to be **a leader in providing access** to medical and health services that improve the health status of the individuals and families in the communities we serve.
- Our mission is to **remove barriers that prevent access to care**; we strive to eliminate such barriers as language, cultural stereotyping, finances and/or lack of transportation.
- Lamprey Health Care's **commitment to the community** extends to providing and/or coordinating access to a full range of comprehensive services.
- Lamprey Health Care is committed to achieving the highest level of patient satisfaction through a personal and caring approach and **exceeding standards of excellence in quality and service.**

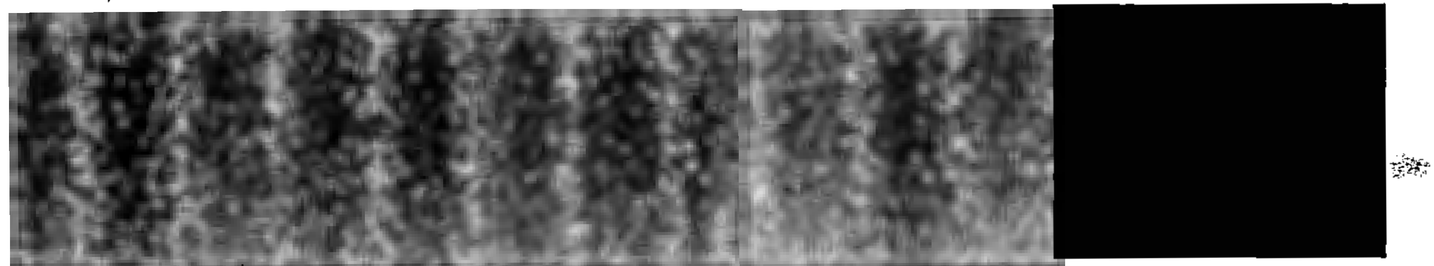
Our Vision

- We will be the **outstanding primary care choice** for our patients, our communities and our service area, and the standard by which others are judged.
- We will continue as **pacesetter** in the use of new knowledge for lifestyle improvement, quality of life.
- We will be a **center of excellence** in service, quality and teaching.
- We will be **part of an integrated system** of care to ensure access to medical care for all individuals and families in our communities.
- We will be an **innovator** to foster development of the best primary care practices, adoption of the tools of technology and teaching.
- We will **establish partnerships**, linkages, networks and referrals with other organizations to provide access to a full range of services to meet our communities' needs.

Our Values

- We exist to **serve the needs of our patients.**
- We value a positive **caring approach** in delivering patient services.
- We are committed to **improving the health** and total well-being of our communities.
- We are committed to **being proactive** in identifying and meeting our communities' health care needs.
- We provide a supportive environment for **the professional and personal growth, and healthy lifestyles of our employees.**
- We provide an **atmosphere of learning** and growth for both patients and employees as well as for those seeking training in primary care.
- We succeed by utilizing a **team approach** that values a positive, constructive commitment to Lamprey Health Care's mission.

Affirmed 07/26/2017



LAMPREY
HEALTH CARE
Where Excellence and Caring go Hand in Hand

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

September 30, 2017 and 2016

With Independent Auditor's Report

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

We have audited the accompanying consolidated financial statements of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc., which comprise the consolidated balance sheets as of September 30, 2017 and 2016, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. as of September 30, 2017 and 2016, and the results of their operations, changes in their net assets and their cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating balance sheets as of September 30, 2017 and 2016, and the related consolidating statements of operations and changes in net assets for the years then ended, are presented for purposes of additional analysis rather than to present the financial position and changes in net assets of the individual entities, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
December 13, 2017

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Balance Sheets

September 30, 2017 and 2016

ASSETS

	2017	2016
Current assets		
Cash and cash equivalents	**$ 1,196,504**	$ 1,297,839
Patient accounts receivable, less allowance for uncollectible accounts of $233,455 in 2017 and $278,061 in 2016	**1,071,115**	1,078,036
Grants receivable	**476,151**	230,153
Other receivables	**85,357**	146,634
Inventory	**63,579**	-
Other current assets	**160,946**	91,072
Total current assets	**3,053,652**	2,843,734
Investment in limited liability company	**20,298**	16,204
Assets limited as to use	**3,425,833**	3,576,001
Property and equipment, net	**7,870,894**	7,995,234
Total assets	**$14,370,677**	$14,431,173

LIABILITIES AND NET ASSETS

	2017	2016
Current liabilities		
Accounts payable and accrued expenses	**$ 396,284**	$ 227,044
Accrued payroll and related expenses	**880,477**	816,452
Deferred revenue	**89,040**	84,523
Current maturities of long-term debt	**97,502**	87,270
Total current liabilities	**1,463,303**	1,215,289
Long-term debt, less current maturities	**2,243,339**	2,345,388
Market value of interest rate swap	**13,769**	44,773
Total liabilities	**3,720,411**	3,605,450
Net assets		
Unrestricted	**10,176,258**	10,343,967
Temporarily restricted	**474,008**	481,756
Total net assets	**10,650,266**	10,825,723
Total liabilities and net assets	**$14,370,677**	$14,431,173

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Statements of Operations

Years Ended September 30, 2017 and 2016

	2017	2016
Operating revenue		
Patient service revenue	**$ 8,906,722**	$ 8,559,018
Provision for bad debts	**(274,770)**	(245,051)
Net patient service revenue	**8,631,952**	8,313,967
Grants, contracts and contributions	**5,262,945**	5,386,459
Other operating revenue	**877,054**	1,051,497
Net assets released from restriction for operations	**75,190**	48,277
Total operating revenue	**14,847,141**	14,800,200
Operating expenses		
Salaries and wages	**9,361,791**	8,905,482
Employee benefits	**1,860,717**	1,732,731
Supplies	**593,252**	643,271
Purchased services	**1,526,562**	1,136,048
Facilities	**589,108**	519,444
Other operating expenses	**590,580**	710,086
Insurance	**137,232**	136,597
Depreciation	**444,584**	359,456
Interest	**117,623**	113,562
Total operating expenses	**15,221,449**	14,256,677
Operating (loss) income and (deficit) excess of revenue over expenses	**(374,308)**	543,523
Change in fair value of financial instrument	**31,004**	(7,062)
Grants for capital acquisition	**166,366**	232,894
Net assets released from restriction for capital acquisition	**9,229**	9,229
(Decrease) increase in unrestricted net assets	**$ (167,709)**	$ 778,584

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Statements of Changes in Net Assets

Years Ended September 30, 2017 and 2016

	2017	2016
Unrestricted net assets		
(Deficit) excess of revenue over expenses	$ (374,308)	$ 543,523
Change in fair value of financial instrument	31,004	(7,062)
Grants for capital acquisition	166,366	232,894
Net assets released from restriction for capital acquisition	9,229	9,229
(Decrease) increase in unrestricted net assets	(167,709)	778,584
Temporarily restricted net assets		
Provision for uncollectible pledges	(1,100)	-
Contributions	77,771	87,379
Net assets released from restrictions for operations	(75,190)	(48,277)
Net assets released from restrictions for capital acquisition	(9,229)	(9,229)
(Decrease) increase in temporarily restricted net assets	(7,748)	29,873
Change in net assets	(175,457)	808,457
Net assets, beginning of year	10,825,723	10,017,266
Net assets, end of year	$10,650,266	$10,825,723

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Statements of Cash Flows

Years Ended September 30, 2017 and 2016

	2017	2016
Cash flows from operating activities		
Change in net assets	$ (175,457)	$ 808,457
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Provision for bad debts	274,770	245,051
Depreciation	444,584	359,456
Equity in earnings of limited liability company	(4,094)	(15,704)
Change in fair value of financial instrument	(31,004)	7,062
Grants for capital acquisition	(166,366)	(232,894)
Write off of uncollectible pledges	1,100	-
(Increase) decrease in the following assets:		
Patient accounts receivable	(267,849)	(271,353)
Grants receivable	(245,998)	269,218
Other receivable	61,277	(20,108)
Inventory	(63,579)	-
Other current assets	(69,874)	11,690
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	169,240	(76,510)
Accrued payroll and related expenses	64,025	(216,391)
Deferred revenue	4,517	(37,612)
Net cash (used) provided by operating activities	(4,708)	830,362
Cash flows from investing activities		
Increase in designated funds	(591,411)	(2,276,818)
Release of designated funds	740,479	707,573
Capital expenditures	(320,244)	(569,864)
Net cash used by investing activities	(171,176)	(2,139,109)
Cash flows from financing activities		
Grants for capital acquisition	166,366	232,894
Principal payments on long-term debt	(91,817)	(87,453)
Net cash provided by financing activities	74,549	145,441
Net decrease in cash and cash equivalents	(101,335)	(1,163,306)
Cash and cash equivalents, beginning of year	1,297,839	2,461,145
Cash and cash equivalents, end of year	$ 1,196,504	$ 1,297,839
Supplemental disclosure of cash flow information		
Cash paid for interest	$ 117,623	$ 113,562

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

Organization

Lamprey Health Care, Inc. (LHC) is a non-stock, non-profit corporation organized in the State of New Hampshire. LHC is a Federally Qualified Health Center (FQHC) whose primary purpose is to provide quality-based family health and medical services to residents of southern New Hampshire without regard to the patient's ability to pay for these services.

Subsidiary

Friends of Lamprey Health Care, Inc. (FLHC) is a non-stock, non-profit corporation organized in the State of New Hampshire. FLHC's primary purpose is to support LHC. FLHC is also the owner of the property occupied by LHC's administrative and program offices in Newmarket, New Hampshire. LHC is the sole member of FLHC.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of LHC and its subsidiary, FLHC (collectively, the Organization). All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

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

Income Taxes

Both LHC and FLHC are public charities under Section 501(c)(3) of the Internal Revenue Code. As public charities, the entities are exempt from state and federal income taxes on income earned in accordance with their tax-exempt purposes. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds and exclude assets limited as to use.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past collection history and identifies trends for all funding sources in the aggregate. In addition, balances in excess of one year are 100% reserved. Management regularly reviews revenue and payer mix data in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	2017	2016
Balance, beginning of year	$ **278,061**	$ 319,715
Provision	**274,770**	245,051
Write-offs	**(319,376)**	(286,705)
Balance, end of year	$ **233,455**	$ 278,061

Grants and Other Receivables

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Investment in Limited Liability Company

The Organization is one of eight partners who each made a capital contribution of $500 to Primary Health Care Partners (PHCP) during 2015. The purposes of PHCP are: (i) to engage and contract directly with the payers of health care to influence the design and testing of emerging payment methodologies; (ii) to achieve the three part aim of better care for individuals, better health for populations and lower growth in expenditures in connection with both governmental and non-governmental payment systems; (iii) to undertake joint activities to offer access to high quality, cost effective medical, mental health, oral health, home care and other community-based services, based upon the medical home model of primary care delivery, that promote health and well-being by developing and implementing effective clinical and administrative systems in a manner that is aligned with the FQHC model; and to lead collaborative efforts to manage costs and improve the quality of primary care services delivered by health centers operated throughout the state of New Hampshire; and (iv) to engage in any and all lawful activities, including without limitation the negotiation of contracts, agreements and/or arrangements (with payers and other parties). The Organization's investment in PHCP is reported using the equity method and the investment amounted to $20,298 and $16,204 at September 30, 2017 and 2016, respectively.

Assets Limited as To Use

Assets limited as to use include assets set aside under loan agreements for repairs and maintenance on the real property collateralizing the loan, assets designated by the board of directors for specific projects or purposes and donor-restricted contributions.

Property and Equipment

Property and equipment acquisitions are recorded at cost, less accumulated depreciation. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

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

Temporarily Restricted Net Assets

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor. Restricted grants received prior to 2000 and restricted for capital acquisition are released from restriction over the life of the related acquired assets, matching depreciation expense.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

LHC, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. LHC contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of LHC and bills Medicare and commercial insurances on behalf of LHC. Reimbursement received by the pharmacies is remitted to LHC net of dispensing and administrative fees. Revenue generated from the program is included in patient service revenue net of third party allowances. The cost of drug replenishments and contracted expenses incurred related to the program are included in other operating expenses.

Charity Care

The Organization provides discounts to patients who meet certain criteria under its sliding fee discount program. Because the Organization does not pursue collection of amounts determined to qualify for the sliding fee discount, they are not reported as patient service revenue.

Donor-Restricted Gifts

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

Functional Expenses

The Organization provides health care and wrap around services, including translation and care management, to residents of the greater Newmarket, Raymond, and Nashua, New Hampshire communities. Expenses related to providing these services are classified by their general nature as follows:

	2017	2016
Program services	**$ 11,385,329**	$ 12,177,340
Administrative and general	**3,836,120**	2,079,337
Total	**$ 15,221,449**	$ 14,256,677

(Deficit) Excess of Revenue Over Expenses

The consolidated statements of operations reflect the (deficit) excess of revenue over expenses. Changes in unrestricted net assets which are excluded from this measure, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets) and changes in fair value of an interest rate swap.

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 13, 2017, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Assets Limited as to Use

Assets limited as to use are composed of cash and cash equivalents and consist of the following:

	2017	2016
United States Department of Agriculture, Rural Development (Rural Development) loan agreements	$ 142,587	$ 142,495
Designated by the governing board	2,924,858	3,076,600
Donor restricted, temporarily	358,388	356,906
Total	$ 3,425,833	$ 3,576,001

3. Property and Equipment

Property and equipment consists of the following:

	2017	2016
Land	$ 1,146,784	$ 1,146,784
Building and improvements	10,829,267	10,960,901
Furniture, fixtures and equipment	1,685,929	1,909,684
Total cost	13,661,980	14,017,369
Less accumulated depreciation	5,791,086	6,022,135
Property and equipment, net	$ 7,870,894	$ 7,995,234

In 2011, the Organization made renovations to certain buildings with federal grant funding under the ARRA – Facility Improvement Program. In accordance with the grant agreement, a Notice of Federal Interest (NFI) was filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management, Health Resources and Services Administration (OFAM, HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

4. Line of Credit

The Organization has an available $1,000,000 revolving line of credit from a local bank through May 2019, with an interest rate of 4.25%. The line of credit is collateralized by all business assets. There was no outstanding balance at September 30, 2017 and 2016.

5. Long-Term Debt

Long-term debt consists of the following:

	2017	2016
Promissory note payable to local bank; see terms outlined below.	$ 894,652	$ 914,652
4.375% promissory note payable to Rural Development, paid in monthly installments of $5,000, which includes interest, through December 2036. The note is collateralized by all tangible property owned by the Organization.	777,466	802,850
5.375% promissory note payable to Rural Development, paid in monthly installments of $4,949, which includes interest, through June 2026. The note is collateralized by all tangible property owned by the Organization.	413,615	449,728
4.75% promissory note payable to Rural Development, paid in monthly installments of $1,892, which includes interest, through November 2033. The note is collateralized by all tangible property owned by the Organization.	255,108	265,428
Total long-term debt	2,340,841	2,432,658
Less current maturities	97,502	87,270
Long-term debt, less current maturities	$ 2,243,339	$ 2,345,388

The Organization has a promissory note with a local bank which is a ten-year balloon note to be paid at the amortization rate of 30 years, with monthly principal payments of $1,345 plus interest at 85% of the one-month LIBOR rate plus 2.125% through January 2022 when the balloon payment is due. The note is collateralized by the real estate. The Organization has an interest rate swap agreement for the ten-year period through 2022 that limits the potential interest rate fluctuation and essentially fixes the rate at 4.13%. The fair market value of the interest rate swap agreement was a liability of $13,769 and $44,773 at September 30, 2017 and 2016, respectively.

New Hampshire Health and Educational Facilities Authority (NHHEFA) participated in the lending for 30% of the promissory note, amounting to $300,000 through May 2016. Under the NHHEFA program, the interest rate on that portion was not subject to the swap agreement and was a variable rate based on 50% of the interest rate charged by the local banking institution, which was 85% of the one-month LIBOR rate plus 2.125%.

The Organization is required to meet certain administrative and financial covenants under various loan agreements included above. The Organization is in compliance with all loan covenants at September 30, 2017.

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

2018	$ 97,502
2019	102,093
2020	106,962
2021	112,067
2022	892,951
Thereafter	1,029,266
Total	$ 2,340,841

6. Temporarily Restricted Net Assets

Temporarily restricted net assets consisted of the following:

	2017	2016
Temporarily restricted for:		
Capital improvements (expended)	$ **115,620**	$ 124,850
Dental	**-**	8,998
Community programs	**320,645**	289,037
Education	**-**	10,636
Substance abuse prevention	**37,743**	48,235
Total	$ **474,008**	$ 481,756

The composition of assets comprising temporarily restricted net assets at September 30, 2017 and 2016 is as follows:

	2017	2016
Assets limited as to use	$ **358,388**	$ 356,906
Property and equipment	**115,620**	124,850
Total	$ **474,008**	$ 481,756

7. Patient Service Revenue

Patient service revenue follows:

	2017	2016
Gross charges	**$12,752,924**	$12,266,368
340B pharmacy revenue	**1,198,264**	1,031,373
Total gross revenue	**13,951,188**	13,297,741
Contractual adjustments	**(4,155,815)**	(3,841,311)
Sliding fee scale discounts	**(869,606)**	(893,221)
Other discounts	**(19,045)**	(4,191)
Total patient service revenue	**$ 8,906,722**	$ 8,559,018

Revenue from the Medicaid and Medicare programs accounted for approximately 28% and 16%, respectively, of the Organization's gross patient service revenue for the year ended September 30, 2017 and 31% and 16%, respectively, for the year ended September 30, 2016. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by federal guidelines. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through September 30, 2016.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to approximately $1,096,647 and $942,628 for the years ended September 30, 2017 and 2016, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

8. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b). The Organization contributed $349,378 and $326,988 for the years ended September 30, 2017 and 2016, respectively.

9. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

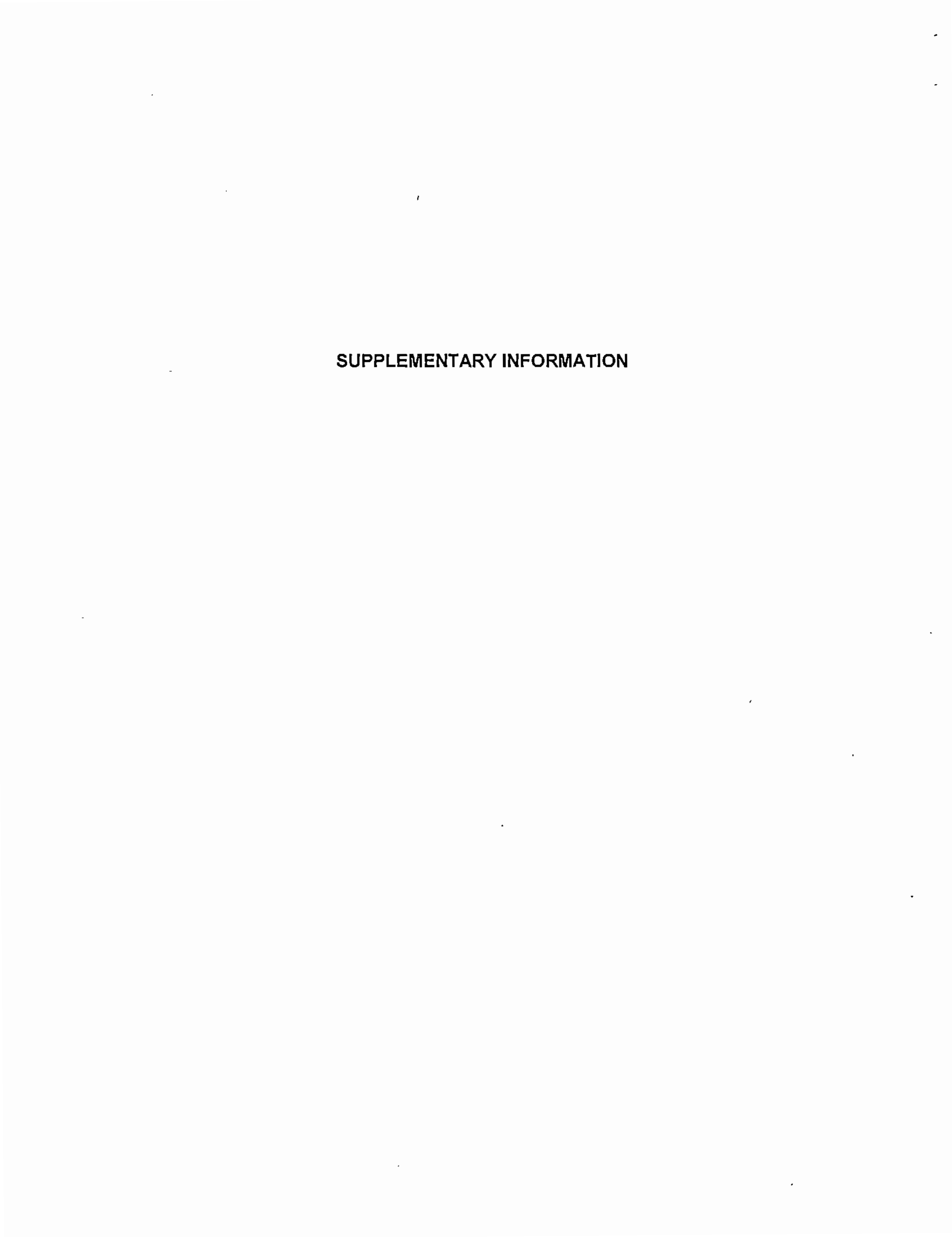
The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source, at September 30:

	2017	2016
Medicare	**18 %**	22 %
Medicaid	**15 %**	17 %
Anthem Blue Cross Blue Shield	**14 %**	11 %
Other payers	**53 %**	50 %
	100 %	100 %

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended September 30, 2017 and September 30, 2016, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 77% and 83%, respectively, of grants, contracts and contributions.

10. Medical Malpractice

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended September 30, 2017, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.



SUPPLEMENTARY INFORMATION

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2017

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2017 Consolidated
Current assets			
Cash and cash equivalents	$ 543,845	$ 652,659	$ 1,196,504
Patient accounts receivable, net	1,071,115	-	1,071,115
Grants receivable	476,151	-	476,151
Other receivables	85,357	-	85,357
Inventory	63,579	-	63,579
Other current assets	160,946	-	160,946
Total current assets	2,400,993	652,659	3,053,652
Investment in limited liability company	20,298	-	20,298
Assets limited as to use	3,141,359	284,474	3,425,833
Property and equipment, net	5,869,762	2,001,132	7,870,894
Total assets	$11,432,412	$ 2,938,265	$ 14,370,677

LIABILITIES AND NET ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2017 Consolidated
Current liabilities			
Accounts payable and accrued expenses	$ 393,269	$ 3,015	$ 396,284
Accrued payroll and related expenses	880,477	-	880,477
Deferred revenue	89,040	-	89,040
Current maturities of long-term debt	60,169	37,333	97,502
Total current liabilities	1,422,955	40,348	1,463,303
Long-term debt, less current maturities	1,248,098	995,241	2,243,339
Market value of interest rate swap	13,769	-	13,769
Total liabilities	2,684,822	1,035,589	3,720,411
Net assets			
Unrestricted	8,273,582	1,902,676	10,176,258
Temporarily restricted	474,008	-	474,008
Total net assets	8,747,590	1,902,676	10,650,266
Total liabilities and net assets	$11,432,412	$ 2,938,265	$ 14,370,677

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2016

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2016 Consolidated
Current assets			
Cash and cash equivalents	$ 752,675	$ 545,164	$ 1,297,839
Patient accounts receivable, net	1,078,036	-	1,078,036
Grants receivable	230,153	-	230,153
Other receivables	146,634	-	146,634
Other current assets	91,072	-	91,072
Total current assets	2,298,570	545,164	2,843,734
Investment in limited liability company	16,204	-	16,204
Assets limited as to use	3,271,814	304,187	3,576,001
Property and equipment, net	5,936,064	2,059,170	7,995,234
Total assets	$11,522,652	$ 2,908,521	$ 14,431,173

LIABILITIES AND NET ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2016 Consolidated
Current liabilities			
Accounts payable and accrued expenses	$ 227,044	$ -	$ 227,044
Accrued payroll and related expenses	816,452	-	816,452
Deferred revenue	84,523	-	84,523
Current maturities of long-term debt	51,570	35,700	87,270
Total current liabilities	1,179,589	35,700	1,215,289
Long-term debt, less current maturities	1,312,810	1,032,578	2,345,388
Market value of interest rate swap	44,773	-	44,773
Total liabilities	2,537,172	1,068,278	3,605,450
Net assets			
Unrestricted	8,503,724	1,840,243	10,343,967
Temporarily restricted	481,756	-	481,756
Total net assets	8,985,480	1,840,243	10,825,723
Total liabilities and net assets	$11,522,652	$ 2,908,521	$ 14,431,173

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2017

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2017 Consolidated
Operating revenue				
Patient service revenue	$ 8,906,722	$ -	$ -	$ 8,906,722
Provision for bad debts	(274,770)	-	-	(274,770)
Net patient service revenue	8,631,952	-	-	8,631,952
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	5,262,945	-	-	5,262,945
Other operating revenue	876,963	91	-	877,054
Net assets released from restriction for operations	75,190	-	-	75,190
Total operating revenue	14,847,050	228,007	(227,916)	14,847,141
Operating expenses				
Salaries and wages	9,361,791	-	-	9,361,791
Employee benefits	1,860,717	-	-	1,860,717
Supplies	593,070	182	-	593,252
Purchased services	1,526,457	105	-	1,526,562
Facilities	803,891	13,133	(227,916)	589,108
Other operating expenses	586,192	4,388	-	590,580
Insurance	137,232	-	-	137,232
Depreciation	346,833	97,751	-	444,584
Interest expense	67,608	50,015	-	117,623
Total operating expenses	15,283,791	165,574	(227,916)	15,221,449
Operating (loss) income and (deficit) excess of revenue over expenses	(436,741)	62,433	-	(374,308)
Change in fair value of financial instrument	31,004	-	-	31,004
Grants for capital acquisition	166,366	-	-	166,366
Net assets released from restrictions for capital acquisition	9,229	-	-	9,229
(Decrease) increase in unrestricted net assets	$ (230,142)	$ 62,433	$ -	$ (167,709)

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2016

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2016 Consolidated
Operating revenue				
Patient service revenue	$ 8,559,018	$ -	$ -	$ 8,559,018
Provision for bad debts	(245,051)	-	-	(245,051)
Net patient service revenue	8,313,967	-	-	8,313,967
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	5,386,459	-	-	5,386,459
Other operating revenue	1,051,419	78	-	1,051,497
Net assets released from restriction for operations	48,192	85	-	48,277
Total operating revenue	14,800,037	228,079	(227,916)	14,800,200
Operating expenses				
Salaries and wages	8,905,482	-	-	8,905,482
Employee benefits	1,732,731	-	-	1,732,731
Supplies	643,191	80	-	643,271
Purchased services	1,136,048	-	-	1,136,048
Facilities	731,597	15,763	(227,916)	519,444
Other operating expenses	707,003	3,083	-	710,086
Insurance	136,597	-	-	136,597
Depreciation	259,514	99,942	-	359,456
Interest	64,999	48,563	-	113,562
Total operating expenses	14,317,162	167,431	(227,916)	14,256,677
Operating income and excess of revenue over expenses	482,875	60,648	-	543,523
Change in fair value of financial instrument	(7,062)	-	-	(7,062)
Grants for capital acquisition	232,894	-	-	232,894
Net assets released from restrictions for capital acquisition	9,229	-	-	9,229
Increase in unrestricted net assets	$ 717,936	$ 60,648	$ -	$ 778,584

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2017

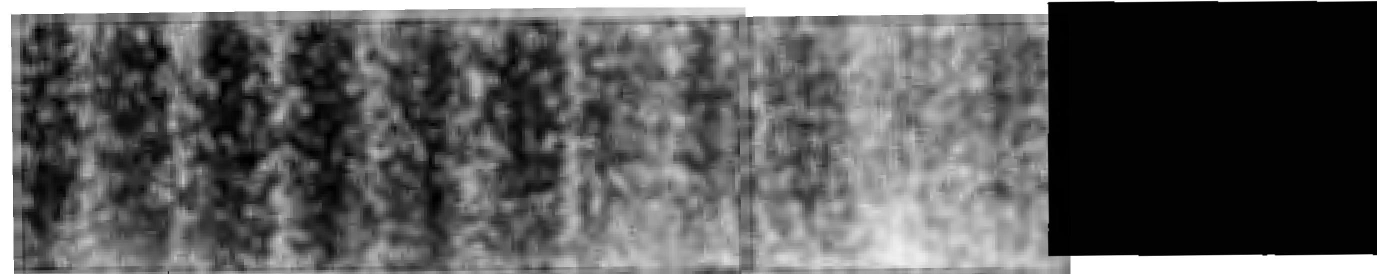
	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2017 Consolidated
Unrestricted net assets			
(Deficit) excess of revenue over expenses	(436,741)	62,433	(374,308)
Change in fair value of financial instrument	31,004	-	31,004
Grants for capital acquisition	166,366	-	166,366
Net assets released from restrictions for capital acquisition	9,229	-	9,229
(Decrease) increase in unrestricted net assets	(230,142)	62,433	(167,709)
Temporarily restricted net assets			
Write off of uncollectible pledge	(1,100)	-	(1,100)
Contributions	77,771	-	77,771
Net assets released from restrictions for operations	(75,190)	-	(75,190)
Net assets released from restrictions for capital acquisition	(9,229)	-	(9,229)
Decrease in temporarily restricted net assets	(7,748)	-	(7,748)
Change in net assets	(237,890)	62,433	(175,457)
Net assets, beginning of year	8,985,480	1,840,243	10,825,723
Net assets, end of year	$ 8,747,590	$ 1,902,676	$ 10,650,266

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Changes in Net Assets

Year Ended September 30, 2016

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2016 Consolidated
Unrestricted net assets			
Excess of revenue over expenses	$ 482,875	$ 60,648	$ 543,523
Change in fair value of financial instrument	(7,062)	-	(7,062)
Grants for capital acquisition	232,894	-	232,894
Net assets released from restrictions for capital acquisition	9,229	-	9,229
Increase in unrestricted net assets	717,936	60,648	778,584
Temporarily restricted net assets			
Provision for uncollectible pledges	-	-	-
Contributions	87,379	-	87,379
Net assets released from restrictions for operations	(48,192)	(85)	(48,277)
Net assets released from restrictions for capital acquisition	(9,229)	-	(9,229)
Increase (decrease) in temporarily restricted net assets	29,958	(85)	29,873
Change in net assets	747,894	60,563	808,457
Net assets, beginning of year	8,237,586	1,779,680	10,017,266
Net assets, end of year	$ 8,985,480	$ 1,840,243	$ 10,825,723



LAMPREY
HEALTH CARE
Where Excellence and Caring go Hand in Hand

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

September 30, 2016 and 2015

With Independent Auditor's Report

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc.

We have audited the accompanying consolidated financial statements of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc., which comprise the consolidated balance sheets as of September 30, 2016 and 2015, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Lamprey Health Care, Inc. and Friends of Lamprey Health Care, Inc. as of September 30, 2016 and 2015, and the results of their operations, changes in their net assets and their cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Emphasis of a Matter

As discussed in Note 1 to the financial statements, the Organization has restated the 2015 financial statements to reclassify non-material monies contributed to the Organization for specific purposes from deferred revenue to temporarily restricted contributions in accordance with generally accepted accounting principles.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating balance sheets as of September 30, 2016 and 2015, and the related consolidating statements of operations and changes in net assets for the years then ended, are presented for purposes of additional analysis rather than to present the financial position and changes in net assets of the individual entities, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 14, 2016

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Balance Sheets

September 30, 2016 and 2015

ASSETS

	2016	Restated 2015
Current assets		
Cash and cash equivalents	$ 1,297,839	$ 2,461,145
Patient accounts receivable, less allowance for uncollectible accounts of $278,061 in 2016 and $319,715 in 2015	1,078,036	1,051,734
Grants receivable	230,153	499,372
Other receivables	62,111	4,390
Other current assets	91,072	102,762
Total current assets	2,759,211	4,119,403
Investment in limited liability company	16,204	500
Assets limited as to use	3,576,001	2,006,756
Property and equipment, net	7,995,234	7,784,826
Total assets	$14,346,650	$13,911,485

LIABILITIES AND NET ASSETS

	2016	Restated 2015
Current liabilities		
Accounts payable and accrued expenses	$ 227,044	$ 303,554
Accrued payroll and related expenses	816,452	1,032,843
Current maturities of long-term debt	87,270	85,947
Total current liabilities	1,130,766	1,422,344
Long-term debt, less current maturities	2,345,388	2,434,164
Market value of interest rate swap	44,773	37,711
Total liabilities	3,520,927	3,894,219
Net assets		
Unrestricted	10,343,967	9,565,383
Temporarily restricted	481,756	451,883
Total net assets	10,825,723	10,017,266
Total liabilities and net assets	$14,346,650	$13,911,485

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Operations

Years Ended September 30, 2016 and 2015

	2016	Restated 2015
Operating revenue		
Patient service revenue	$ 8,559,018	$ 8,483,003
Provision for bad debts	(245,051)	(476,517)
Net patient service revenue	8,313,967	8,006,486
Grants, contracts and contributions	5,254,946	4,234,422
Equity in earnings of limited liability company	15,704	-
Other operating revenue	1,167,306	1,094,861
Net assets released from restrictions for operations	48,277	12,072
Total operating revenue	14,800,200	13,347,841
Operating expenses		
Payroll and related expenses	10,608,269	9,417,784
Other operating expenses	3,175,390	2,695,714
Depreciation	359,456	368,782
Interest expense	113,562	116,522
Total operating expenses	14,256,677	12,598,802
Operating income and excess of revenue over expenses	543,523	749,039
Change in fair value of financial instrument	(7,062)	(31,306)
Grants for capital acquisition	232,894	17,106
Net assets released from restrictions for capital acquisition	9,229	11,411
Increase in unrestricted net assets	$ 778,584	$ 746,250

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Changes in Net Assets

Years Ended September 30, 2016 and 2015

	2016	Restated 2015
Unrestricted net assets		
Excess of revenue over expenses	$ 543,523	$ 749,039
Change in fair value of financial instrument	(7,062)	(31,306)
Grants for capital acquisition	232,894	17,106
Net assets released from restrictions for capital acquisition	9,229	11,411
Increase in unrestricted net assets	778,584	746,250
Temporarily restricted net assets		
Provision for uncollectible pledges	-	(11,000)
Contributions	87,379	84,925
Net assets released from restrictions for operations	(48,277)	(12,072)
Net assets released from restrictions for capital acquisition	(9,229)	(11,411)
Increase in temporarily restricted net assets	29,873	50,442
Change in net assets	808,457	796,692
Net assets, beginning of year	10,017,266	9,220,574
Net assets, end of year	$10,825,723	$10,017,266

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

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statements of Cash Flows

Years Ended September 30, 2016 and 2015

	2016	Restated 2015
Cash flows from operating activities		
Change in net assets	$ 808,457	$ 796,692
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Provision for bad debts	245,051	476,517
Depreciation	359,456	368,782
Equity in earnings of limited liability company	(15,704)	-
Change in fair value of financial instrument	7,062	31,306
Grants for capital acquisition	(232,894)	(17,106)
Provision for uncollectible pledges	-	11,000
(Increase) decrease in the following assets:		
Patient accounts receivable	(271,353)	(538,693)
Grants receivable	269,219	(401,851)
Other receivable	(57,721)	87,343
Other current assets	11,690	(8,531)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	(76,510)	129,099
Accrued payroll and related expenses	(216,391)	85,595
Due to third-party payers	-	(73,250)
Net cash provided by operating activities	830,362	946,903
Cash flows from investing activities		
Investment in limited liability company	-	(500)
Increase in designated funds	(2,276,818)	(71,215)
Release of designated funds	707,573	-
Capital expenditures	(569,864)	(123,051)
Net cash used by investing activities	(2,139,109)	(194,766)
Cash flows from financing activities		
Grants for capital acquisition	232,894	17,106
Principal payments on long-term debt	(87,453)	(83,435)
Net cash provided (used) by financing activities	145,441	(66,329)
Net (decrease) increase in cash and cash equivalents	(1,163,306)	685,808
Cash and cash equivalents, beginning of year	2,461,145	1,775,337
Cash and cash equivalents, end of year	$ 1,297,839	$ 2,461,145
Supplemental disclosure of cash flow information		
Cash paid for interest	$ 113,562	$ 116,522

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

Organization

Lamprey Health Care, Inc. (LHC) is a non-stock, non-profit corporation organized in the State of New Hampshire. LHC is a Federally Qualified Health Center (FQHC) whose primary purpose is to provide quality-based family health and medical services to residents of southern New Hampshire without regard to the patient's ability to pay for these services.

Subsidiary

Friends of Lamprey Health Care, Inc. (FLHC) is a non-stock, non-profit corporation organized in the State of New Hampshire. FLHC's primary purpose is to support LHC. FLHC is also the owner of the property occupied by LHC's administrative and program offices in Newmarket. LHC is the sole member of FLHC.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of LHC and its subsidiary, FLHC (collectively, the Organization). All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

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

Income Taxes

Both LHC and FLHC are public charities under Section 501(c)(3) of the Internal Revenue Code. As public charities, the entities are exempt from state and federal income taxes on income earned in accordance with their tax-exempt purposes. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds and exclude assets limited as to use.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past history and identifies trends for all funding sources in the aggregate. In addition, balances in excess of one year are 100% reserved. Management regularly reviews data about revenue and payer mix in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Organization has not changed its methodology for estimating the allowance for doubtful accounts during 2016 or 2015.

A reconciliation of the allowance for uncollectible accounts follows:

	2016	2015
Balance, beginning of year	$ 319,715	$ 231,834
Provision	245,051	476,517
Write-offs	(286,705)	(388,636)
Balance, end of year	$ 278,061	$ 319,715

The decrease in the provision and the allowance is a result of improved collections.

Grants and Other Receivables

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Investment in Limited Liability Company

The Organization is one of eight partners who each made a capital contribution of $500 to Primary Health Care Partners (PHCP) during 2015. The purposes of PHCP are: (i) to engage and contract directly with the payers of health care to influence the design and testing of emerging payment methodologies; (ii) to achieve the three part aim of better care for individuals, better health for populations and lower growth in expenditures in connection with both governmental and non-governmental payment systems; (iii) to undertake joint activities to offer access to high quality, cost effective medical, mental health, oral health, home care and other community-based services, based upon the Patient-Centered Medical Home model of primary care delivery, that promote health and well-being by developing and implementing effective clinical and administrative systems in a manner that is aligned with the FQHC model; and to lead collaborative efforts to manage costs and improve the quality of primary care services delivered by health centers operated throughout the state of New Hampshire; and (iv) to engage in any and all lawful activities, including without limitation the negotiation of contracts, agreements and/or arrangements (with payers and other parties). The Organization's investment in PHCP is reported using the equity method and the investment amounted to $16,204 and $500 at September 30, 2016 and 2015, respectively.

Assets Limited as To Use

Assets limited as to use include assets set aside under loan agreements for repairs and maintenance on the real property collateralizing the loan, assets designated by the board of directors for specific projects or purposes and donor-restricted contributions.

Property and Equipment

Property and equipment acquisitions are recorded at cost, less accumulated depreciation. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

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

Temporarily Restricted Net Assets

Temporarily restricted net assets include contribution and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor. Restricted grants received prior to 2000 and restricted for capital acquisition are released from restriction over the life of the related acquired assets, matching depreciation expense.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. The cost of drug replenishments and contracted expenses incurred related to the program are included in other operating expenses.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

Donor-Restricted Gifts

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

Functional Expenses

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

	2016	2015
Program services	**$ 12,177,340**	$ 10,555,584
Administrative and general	**2,079,337**	2,043,218
Total	**$ 14,256,677**	$ 12,598,802

Excess of Revenue over Expenses

The consolidated statements of operations reflect the excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets) and changes in fair value of an interest rate swap.

Prior Period Adjustment for Temporarily Restricted Net Assets

Through the Organization's review of the deferred revenue as of September 30, 2016 and 2015, it has determined that certain non-material balances were donated to the Organization for specified purposes and, therefore, should be classified as temporarily restricted net assets rather than deferred revenue in accordance with U.S. generally accepted accounting principles. As part of the prior period restatement, the Organization also reclassified deferred revenue for grants and other contracts for which a notice of award had been received, but not yet paid to offset the receivable recorded for the notice of award.

As a result of this adjustment, the following amounts previously reported have been restated as of and for the year ended September 30, 2015:

	Balance as of September 30, 2015, as Previously Reported	Reclassification of Donor Restricted Contributions	Balance as of September 30, 2015, as Restated
Cash	$ 2,546,070	$ (84,925)	$ 2,461,145
Assets limited as to use	1,921,831	84,925	2,006,756
Grants receivable	3,908,669	(3,409,297)	499,372
Other receivables	239,474	(235,084)	4,390
Deferred revenue	3,729,307	(3,729,307)	-
Temporarily restricted net assets	366,958	84,925	451,883
Grants, contracts and contribution	4,251,528	(17,106)	4,234,422
Grants for capital acquisition	-	17,106	17,106
Restricted contributions	-	84,925	84,925

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 14, 2016, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Assets Limited as to Use

Assets limited as to use is composed of cash and cash equivalents and consist of the following:

	2016	2015
United States Department of Agriculture Rural Development loan agreement	$ **142,495**	$ 142,427
Designated by the governing board	**3,076,599**	1,546,525
Donor restricted, temporarily	**356,907**	317,804
Total	$ **3,576,001**	$ 2,006,756

3. Property and Equipment

Property and equipment consists of the following:

	2016	2015
Land	**$ 1,146,784**	$ 1,146,784
Building and improvements	**10,960,899**	10,418,055
Furniture, fixtures and equipment	**1,909,686**	1,892,906
Total cost	**14,017,369**	13,457,745
Less accumulated depreciation	**6,022,135**	5,672,919
Property and equipment, net	**$ 7,995,234**	$ 7,784,826

In 2011, the Organization made renovations to certain buildings with federal grant funding under the ARRA – Facility Improvement Program. In accordance with the grant agreement, a Notice of Federal Interest (NFI) is required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management, Health Resources and Services Administration (OFAM, HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

4. Line of Credit

The Organization has an available $1,000,000 revolving line of credit from a local bank through May 2017, with an interest rate of 3.50%. The line of credit is collateralized by all business assets. There was no outstanding balance at September 30, 2016 and 2015.

5. Long-Term Debt

Long-term debt consists of the following:

	2016	2015
Promissory note payable to TD Bank, N.A.; see terms outlined below.	$ **914,652**	$ 933,736
A 4.375% promissory note payable to U.S. Department of Agriculture, Rural Development (Rural Development), paid in monthly installments of $5,000, which includes interest, through December 2036. The note is collateralized by all tangible property owned by the Organization.	**802,850**	827,148
A 5.375% promissory note payable to Rural Development, paid in monthly installments of $4,949, which includes interest, through June 2026. The note is collateralized by all tangible property owned by the Organization.	**449,728**	483,956
A 4.75% promissory note payable to Rural Development, paid in monthly installments of $1,892, which includes interest, through November 2033. The note is collateralized by all tangible property owned by the Organization.	**265,428**	275,271
Total long-term debt	**2,432,658**	2,520,111
Less current maturities	**87,270**	85,947
Long-term debt, less current maturities	$ **2,345,388**	$ 2,434,164

The Organization has a promissory note with TD Bank, N.A. which is a ten-year balloon note to be paid at the amortization rate of 30 years, with monthly principal payments of $1,345 plus interest at 85% of the one-month LIBOR rate plus 2.125% through January 2022 when the balloon payment is due. The note is collateralized by the real estate. The Organization has an interest rate swap agreement for the ten-year period through 2022 that limits the potential interest rate fluctuation and essentially fixes the rate at 4.13%. The fair market value of the interest rate swap agreement was a liability of $44,773 and $37,711 at September 30, 2016 and 2015, respectively.

New Hampshire Health and Educational Facilities Authority (NHHEFA) participated in the lending for 30% of the promissory note, amounting to $300,000 through May 2016. Under the NHHEFA program, the interest rate on that portion was not subject to the swap agreement and was a variable rate based on 50% of the interest rate charged by the local banking institution, which was 85% of the one-month LIBOR rate plus 2.125%.

The Organization is required to meet certain administrative and financial covenants under various loan agreements included above. The Organization is in compliance with all loan covenants at September 30, 2016.

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

2017	$ 87,270
2018	91,294
2019	95,514
2020	99,940
2021	104,581
Thereafter	1,954,059
Total	$ 2,432,658

6. Temporarily Restricted Net Assets

Temporarily restricted net assets consisted of the following:

	2016	2015
Temporarily restricted for:		
Diabetes	$ -	$ 85
Capital improvements (expended)	**124,850**	134,079
Dental	**8,998**	10,715
Community programs	**289,037**	294,511
Education	**10,636**	12,493
Substance abuse prevention	**48,235**	-
Total	$ **481,756**	$ 451,883

The composition of assets comprising temporarily restricted net assets at September 30, 2016 and 2015 is as follows:

	2016	2015
Assets limited as to use	$ **356,906**	$ 317,804
Property and equipment	**124,850**	134,079
Total	$ **481,756**	$ 451,883

7. Patient Service Revenue

Patient service revenue follows:

	2016	2015
Gross charges	**$12,266,368**	$12,465,956
340B pharmacy revenue	**1,031,373**	752,378
Total gross revenue	**13,297,741**	13,218,334
Contractual adjustments	**(3,813,058)**	(3,798,443)
Sliding fee scale discounts	**(921,474)**	(933,619)
Other discounts	**(4,191)**	(3,269)
Total patient service revenue	**$ 8,559,018**	$ 8,483,003

The Organization has agreements with the Centers for Medicare & Medicaid Services (Medicare) and New Hampshire Medicaid. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by federal guidelines. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through September 30, 2014.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to approximately $942,628 and $865,778 for the years ended September 30, 2016 and 2015, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

8. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b). The Organization contributed $326,988 and $334,365 for the years ended September 30, 2016 and 2015, respectively.

9. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source, at June 30:

	2016	2015
Medicare	**22 %**	17 %
Medicaid	**17 %**	34 %
Other payers	**61 %**	49 %
	100 %	100 %

10. Medical Malpractice

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended September 30, 2016, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2016

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2016 Consolidated
Current assets			
Cash and cash equivalents	$ 752,675	$ 545,164	$ 1,297,839
Patient accounts receivable, net	1,078,036	-	1,078,036
Grants receivable	230,153	-	230,153
Other receivables	62,111	-	62,111
Other current assets	91,072	-	91,072
Total current assets	2,214,047	545,164	2,759,211
Investment in limited liability company	16,204	-	16,204
Assets limited as to use	3,271,814	304,187	3,576,001
Property and equipment, net	5,936,064	2,059,170	7,995,234
Total assets	$11,438,129	$ 2,908,521	$ 14,346,650

LIABILITIES AND NET ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2016 Consolidated
Current liabilities			
Accounts payable and accrued expenses	$ 227,044	$ -	$ 227,044
Accrued payroll and related expenses	816,452	-	816,452
Current maturities of long-term debt	51,570	35,700	87,270
Total current liabilities	1,095,066	35,700	1,130,766
Long-term debt, less current maturities	1,312,810	1,032,578	2,345,388
Market value of interest rate swap	44,773	-	44,773
Total liabilities	2,452,649	1,068,278	3,520,927
Net assets			
Unrestricted	8,503,724	1,840,243	10,343,967
Temporarily restricted	481,756	-	481,756
Total net assets	8,985,480	1,840,243	10,825,723
Total liabilities and net assets	$11,438,129	$ 2,908,521	$ 14,346,650

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Balance Sheet

September 30, 2015

ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Restated 2015 Consolidated
Current assets			
Cash and cash equivalents	$ 1,812,429	$ 648,716	$ 2,461,145
Patient accounts receivable, net	1,051,734	-	1,051,734
Grants receivable	499,372	-	499,372
Other receivables	4,390	-	4,390
Other current assets	102,762	-	102,762
Total current assets	3,470,687	648,716	4,119,403
Investment in limited liability company	500	-	500
Assets limited as to use	1,932,485	74,271	2,006,756
Property and equipment, net	5,625,714	2,159,112	7,784,826
Total assets	$11,029,386	$ 2,882,099	$ 13,911,485

LIABILITIES AND NET ASSETS

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Restated 2015 Consolidated
Current liabilities			
Accounts payable and accrued expenses	$ 303,554	$ -	$ 303,554
Accrued payroll and related expenses	1,032,843	-	1,032,843
Current maturities of long-term debt	51,861	34,086	85,947
Total current liabilities	1,388,258	34,086	1,422,344
Long-term debt, less current maturities	1,365,831	1,068,333	2,434,164
Market value of interest rate swap	37,711	-	37,711
Total liabilities	2,791,800	1,102,419	3,894,219
Net assets			
Unrestricted	7,785,788	1,779,595	9,565,383
Temporarily restricted	451,798	85	451,883
Total net assets	8,237,586	1,779,680	10,017,266
Total liabilities and net assets	$11,029,386	$ 2,882,099	$ 13,911,485

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2016

	Lamprey Health Care Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	2016 Consolidated
Operating revenue and support				
Patient service revenue	$ 8,559,018	$ -	$ -	$ 8,559,018
Provision for bad debts	(245,051)	-	-	(245,051)
Net patient service revenue	8,313,967	-	-	8,313,967
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	5,254,946	-	-	5,254,946
Equity in earnings of limited liability company	15,704	-	-	15,704
Other operating revenue	1,167,228	78	-	1,167,306
Net assets released from restriction for operations	48,192	85	-	48,277
Total operating revenue	14,800,037	228,079	(227,916)	14,800,200
Operating expenses				
Salaries and benefits	10,608,269	-	-	10,608,269
Other operating expenses	3,384,380	18,926	(227,916)	3,175,390
Depreciation	259,514	99,942	-	359,456
Interest expense	64,999	48,563	-	113,562
Total operating expenses	14,317,162	167,431	(227,916)	14,256,677
Operating income and excess of revenue over expenses	482,875	60,648	-	543,523
Change in fair value of financial instrument	(7,062)	-	-	(7,062)
Grants for capital acquisition	232,894	-	-	232,894
Net assets released from restrictions for capital acquisition	9,229	-	-	9,229
Increase in unrestricted net assets	$ 717,936	$ 60,648	$ -	$ 778,584

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidating Statement of Operations

Year Ended September 30, 2015

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Eliminations	Restated 2015 Consolidated
Operating revenue and support				
Patient service revenue	$ 8,483,003	$ -	$ -	$ 8,483,003
Provision for bad debts	(476,517)	-	-	(476,517)
Net patient service revenue	8,006,486	-	-	8,006,486
Rental income	-	227,916	(227,916)	-
Grants, contracts and contributions	4,234,422	-	-	4,234,422
Other operating revenue	1,094,794	67	-	1,094,861
Net assets released from restriction for operations	-	12,072	-	12,072
Total operating revenue	13,335,702	240,055	(227,916)	13,347,841
Operating expenses				
Salaries and benefits	9,417,784	-	-	9,417,784
Other operating expenses	2,890,324	33,306	(227,916)	2,695,714
Depreciation	271,677	97,105	-	368,782
Interest expense	66,465	50,057	-	116,522
Total operating expenses	12,646,250	180,468	(227,916)	12,598,802
Operating income and excess of revenue over expenses	689,452	59,587	-	749,039
Change in fair value of financial instrument	(31,306)	-	-	(31,306)
Grants for capital acquisition	17,106	-	-	17,106
Net assets released from restrictions for capital acquisition	11,411	-	-	11,411
Increase in unrestricted net assets	$ 686,663	$ 59,587	$ -	$ 746,250

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statement of Changes in Net Assets

Year Ended September 30, 2016

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	2016 Consolidated
Unrestricted net assets			
Excess of revenue over expenses	482,875	60,648	543,523
Change in fair value of financial instrument	(7,062)	-	(7,062)
Grants for capital acquisition	232,894	-	232,894
Net assets released from restrictions for capital acquisition	9,229	-	9,229
Increase in unrestricted net assets	717,936	60,648	778,584
Temporarily restricted net assets			
Contributions	87,379	-	87,379
Net assets released from restrictions for operations	(48,192)	(85)	(48,277)
Net assets released from restrictions for capital acquisition	(9,229)	-	(9,229)
Increase (decrease) in temporarily restricted net assets	29,958	(85)	29,873
Change in net assets	747,894	60,563	808,457
Net assets, beginning of year	8,237,586	1,779,680	10,017,266
Net assets, end of year	$ 8,985,480	$ 1,840,243	$ 10,825,723

LAMPREY HEALTH CARE, INC. AND FRIENDS OF LAMPREY HEALTH CARE, INC.

Consolidated Statement of Changes in Net Assets

Year Ended September 30, 2015

	Lamprey Health Care, Inc.	Friends of Lamprey Health Care, Inc.	Restate 2015 Consolidated
Unrestricted net assets			
Excess of revenue over expenses	689,452	59,587	749,039
Change in fair value of financial instrument	(31,306)	-	(31,306)
Grants for capital acquisition	17,106	-	17,106
Net assets released from restrictions for capital acquisition	11,411	-	11,411
Increase in unrestricted net assets	686,663	59,587	746,250
Temporarily restricted net assets			
Provision for uncollectible pledges	(11,000)	-	(11,000)
Contributions	84,925	-	84,925
Net assets released from restrictions for operations	-	(12,072)	(12,072)
Net assets released from restrictions for capital acquisition	(11,411)	-	(11,411)
Increase (decrease) in temporarily restricted net assets	62,514	(12,072)	50,442
Change in net assets	749,177	47,515	796,692
Net assets, beginning of year	7,488,409	1,732,165	9,220,574
Net assets, end of year	$ 8,237,586	$ 1,779,680	$ 10,017,266

2017-2018 Board of Directors

Audrey Ashton-Savage
(Chair/President)
Term Ends 2018

Frank Goodspeed (Vice President)
Term Ends 2020

Mark E. Howard, Esq. (Treasurer)
Term Ends 2020

Thomas "Chris" Drew (Secretary)
Term Ends 2019

Amanda Pears Kelly
Term Ends 2020

Arvind Ranade
Term Ends 2018

Carol LaCross
Term Ends 2018

Elizabeth Crepeau
Immediate Past President
Term ends 2018

Heather Long
Term ends 2019

Raymond Goodman, III
Term ends 2018

Rev. W. Allan Knight
Term Ends 2018

Robert S. Woodward
Term Ends 2019

Wilberto Torres
Term Ends 2019

Edward Nyette
Term Ends 2019

Lara Rice
Term Ends 2020

Landon Gamble
Term Ends 2020

Robert Gilbert
Term Ends 2020

Non-Voting Board Member

Michael Merenda,
Board Member *Emeritus*

Jeanne Alwardt

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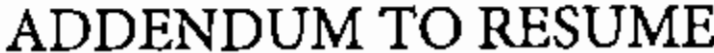

ADDENDUM TO RESUME
Lamprey Health Care, Newmarket, NH - June 2000 - Present
Billing and Coding Compliance Manager

Objective

To continue in the Patient Accounting field after relocating to New Hampshire. To work in an environment that will benefit from my knowledge of managing an accounts receivable office.

WORK HISTORY

1999-Present — *Customer Service Associate* — *Anthem Blue Cross/Blue Shield* — *Manchester,NH*
Started 12/6/99

1997-1999 — ***Director of Patient Accounts*** — ***Martha's Vineyard Hospital, Oak Bluffs, MA***

- Managed Third Party and Self Pay Billing including Medicare/Medicaid (3 employees)
- Managed Data Processing (2 employees)
- Managed Credit and Collections (2 employees)
- Restructured Credit and Collections. Resulted in a 23% increase in Self Pay collections and a 11% increase in helping uninsured receive MassHealth.
- Reduced AR days from 91 to 71 in 12 months.

1990-1997 — ***Senior Patient Account Representative*** — ***Martha's Vineyard Hospital Oak Bluffs,MA***

- Billing and follow-up for all forms of insurance including Medicare and Medicaid.
- Billing for attached Nursing & Rehab facility
- Cash, contractual and denial posting

1984-1990 — *Certified Nurse Assistant* — *Martha's Vineyard Hospital* — *Oak Bluffs, MA*

- Daily care of elderly residents
- Scheduling of 25 employees

Extracurricular activities

Corporate Compliance Committee
Y2K Committee

Memberships

Massachusetts Association of Patient Account Managers (MAPAM)
Massachusetts Hospital Association (MHA)

Computer experience

Meditech, Windows 98,95, Genesis, Excel, Amisys

References-Supplied on request

Debora A. Bartley

OBJECTIVE

To obtain an administrative position where I can utilize my technical skills, managerial experiences and multitasking abilities.

WORK EXPERIENCE

Director of Transportation
Lamprey Health Care-Newmarket, New Hampshire 1998-Present

- Responsible for the management and budget of the Senior Transportation Program, Portsmouth Area Medication Assistance Program and other community outreach programs that further the mission of Lamprey Health Care.
- Responsible for grant writing, fundraising, and reporting for town and municipal funding to support Community Services programs.
- Outreach to community by participation in information meetings and distribution of materials.
- Act as liaison to various groups and alliances, such as CRN, COAST, and United Way. Responsible for initiating and recognizing important community connections and resources.
- Responsible for leading transportation staff meetings with the Transportation Manager in order to share information from the outside world, set program goals, review policies and procedures, and deal with any staff concerns that may arise.
- Work with Human Resources staff to assure all appropriate training and compliance is met.

Transportation Health Worker
Lamprey Health Care-Newmarket, New Hampshire 1995-1998

- Responsible for organizing transportation appointments for clients
- Transport clients to various destinations including doctors appointments and shopping trips
- Assisted supervisor in office with scheduling transportation/personnel

Office Manager
Bartley's Dozing-Stratham, New Hampshire 1989-1997

- Use Access to create and maintain customer database
- Responsible for accounts payable and accounts receivable

EDUCATION

New Hampshire Community Technical College-Stratham, NH
Office Computer Technology Certificate, May 2001
Web Development Certificate, May 2001
Programming Certificate, May 2001
Cumulative Grade Point Average: 3.92/4.0 index
Related Courses

- Database Design and Management (Microsoft Access)
- Advanced MS Word 2000
- Advanced Worksheets (Microsoft Excel)
- Internet Technologies
- Computer Technologies
- College English
- Web Style and Design
- Web Programming I
- XML
- Web Programming II

COMPUTER SKILLS

Software

- Windows 2000, MS Office 2003, MS Word 2003, MS Access 2003, MS Excel 2003, MS Internet Explorer 5.5, Netscape Navigator 4.7, Adobe Photoshop 5.5, Adobe Photoshop 6.0 Adobe Image Ready, Adobe Acrobat, Fox Pro, MS Outlook Express, MS Outlook 2000, Visual Basic 6

Hardware

- Built a complete personal computer system with Pentium III 550 processor, 20-gigabyte Hard Drive, CD-R. Experience with Lexmark laser jet/inkjet printers.

References provided upon request

JENNIFER I BERNIER

PROFESSIONAL OBJECTIVE

To obtain the Practice Manager/Registered Nurse position at Lamprey Health Care that values Patient Centered Medical Home and encourages innovative leadership.

EDUCATION

University of New Hampshire — Durham, NH
Direct Entry Master's in Nursing, September 2012
Clinical Nurse Leader

University of New Hampshire — Durham, NH
Bachelor of Science in Hospitality Management, May 2001

PROFESSIONAL EXPERIENCE

Lamprey Healthcare — Newmarket, NH
Office Nurse – Community Health Center — April 2013-Present

- Daily tasks include: Team nurse as well as provider support, telephone triage, nurse visits, promoting health education and management of chronic diseases based on evidence based practice.
- Work within a cohesive team to provide high quality of care to a diverse group of patients. This involves supporting the team, working with management and contributing whenever necessary to help put our facility in a position for future growth.
- Coordinating Transitions of Care between Exeter Hospital and the surrounding hospitals for low to high-risk hospitalized patients. Develop individualized care plans promoting home self-care and preventing hospital readmissions.
- Proposed community outreach initiative between Lamprey Health Care and Newmarket Elementary after school program to develop a wellness program that incorporates healthy activities, food, and education to aid in reducing childhood obesity.

Fairview Healthcare — Hudson, NH
Registered Nurse – Skilled and Long-term Care Unit — September, 2012-April 2013

- Provide nursing care for up to 25 patients on a skilled and long-term care unit including, but not limited to medication management, wound care, glucometer monitoring, cardiac monitoring, and pain management
- Provide patient and family teaching to improve and/or maintain self-care skills
- Communicate effectively with providers on patient assessment and changes in patient status
- Provide end-of-life care in collaboration with Hospice to ensure comfort for patients and emotional support for families

Londonderry School District
Substitute Registered Nurse

Groundhog Landscaping and Property Maintenance, Inc. — Londonderry, NH
Office Manager — July 2003-September 2006

R.J. Reynolds Company — Winston-Salem, NC
Account Manager — July 2001-July 2003

CLINICAL EXPERIENCE

Rehabilitation Medicine Unit, Residency (412 hours) — Manchester, NH
Catholic Medical Center — January 2012-July 2012

- Cared for patients suffering ˉ ·m stroke, brain injury, spinal cord injury, neuromuscular disorders
- Effectively participated in ir...rdisciplinary teamwork and communicatio..
- Applied evidenced-based research for planning patient care
- Cared for full-patient assignment under clinical preceptor supervision
- Initiated and implemented a diabetes quality improvement project

Medical-Surgical Rotations (270 hours)
Specialty Nursing Rotations (315 hours)

LICENSURE / CERTIFICATION / COURSES

Registered Nurse, State of New Hampshire, Active
Clinical Nurse Leader, Active
Basic Life Support, Active

Vanderbilt University Certificate of Healthcare Improvement
Institute of Healthcare Improvement QI and Patient Safety Courses

ADDENDUM TO RESUME
Lamprey Health Care, Nashua, NH August 2014 - Present
Practice Manager Nashua Center - Responsible for health center operations including professional and support staffing; development and oversight of center budget, quality improvement activities, mentoring and training professional staff.

KRISTY BLUNDELL
RN; APRN GRADUATE MAY, 2016

PROFESSIONAL OVERVIEW

Dedicated, professional, patient-focused registered nurse with 18 years proven expertise in medical, surgical, oncology and pediatric nursing environments. Outstanding interpersonal and professional communication skills. Exceptional capacity to multitask and manage competing priorities with ease while fostering delivery of exemplary patient advocacy and care.

Completion of 540 hours of Nurse Practitioner clinical immersion in the rehabilitative and community health care clinic setting; graduation date May 7th, 2016.

PROFICIENCIES

- Diabetes Management
- Wound Care
- Telemetry
- Palliative Care
- Pain Management
- Central Line Management
- Pharmacological Knowledge
- Blood Product Administration
- Interdisciplinary Communication
- Patient & Staff Education
- Patient-Family Centered Care
- Phlebotomy

EDUCATION

Masters of Science in Nursing/Family Nurse Practitioner, Rivier University, Nashua, NH	May 2016
Saint Elizabeth Medical Center School of Nursing, Nursing Diploma	May 1998
University of Massachusetts, Bachelor of Arts in Human Services	May 1992

LICENSES/CERTIFICATIONS

RN, Massachusetts and New Hampshire	# RN233439 (MA); 055238-1 (NH)
ACLS	# NH00050/5110015307
ONS Chemotherapy and Biotherapy	# 363857

PROFESSIONAL EXPERIENCE

Registered Nurse

2005-present: Exeter Hospital, Exeter, NH, Medical/Surgical/Telemetry/Oncology Unit

- Management of five patients' medical needs from admission to discharge, working in collaboration with a multidisciplinary care team to ensure a smooth transition from the hospital to a community setting.
- Regularly rotate as a Charge Nurse overseeing 3 RN's, 2 LNA's, and 15 patients.

2002 – 2005: Emerson Hospital, Surgical Associates of Concord, Concord, MA

- Assisted general surgeon with office surgical procedures.
- Coordinated comprehensive medical and surgical work ups and performed extensive pre and post-operative teaching.

2000-2002: Andover Pediatrics, Andover, MA

- Assessed infants, children, and young adults fostering effective collaboration with an interdisciplinary team.
- Effectively met the physiological and psychological needs of children in the areas of health maintenance and promotion.

1998-2000: Brigham and Women's Hospital, Boston, MA, Hematology/Oncology/Bone Marrow Transplant Unit

- Administration of Chemotherapeutic agents to bone marrow transplant candidates.
- Assessed, planned, and implanted all aspects of nursing care to oncology patients.

FAMILY NURSE .ACTITIONER CLINICAL EXPEI. .NCE 540 HOURS:

Student Nurse Practitioner:

- Spring 2015: **Mount Carmel Rehabilitative and Nursing Center**, Manchester NH
    - Examination, diagnoses, and pharmacological management of the geriatric population under the supervision of preceptor Lisa Beaulieu, APRN.
- Spring 2015: **St. Teresa's Rehabilitative and Nursing Center**, Manchester NH
    - Examination, diagnosis, and pharmacological management of the geriatric population under the supervision of preceptor Lisa Beaulieu, APRN.
- Fall 2015: **Lamprey Healthcare, Raymond NH**
    - Participated in family-centered primary, prenatal, women's health, and pediatric care, under the supervision of preceptor Ana Goubert, MD.
- Spring 2016: **Lamprey Healthcare, Raymond NH**
    - Participated in family-centered primary, prenatal, women's health, and pediatric care, under the supervision of Maryann Johnson, APRN.

Professional Organizations and Affiliations:

- New Hampshire Nurse Practitioner Association
- Sigma Theta Tau International Nursing Honor Society, #1178446, GPA 3.8.

ADDENDUM TO RESUME
Lamprey Health Care, Raymond, NH August 2016 - Present
Nurse Practitioner
Provide comprehensive preventive, episodic, acute, and chronic care to patients of all ages in the office setting.

Mary Brewer, RN

EDUCATION: Mary Hitchcock Memorial Hospital School of Nursing
Hanover, New Hampshire
1974-1977

EMPLOYMENT: Registered Nurse 1978-Present

10/15/1985-Present Perinatal Program Coordinator, Medical Home Team Nurse

Lamprey Health Care, Newmarket, NH 03857
Working with high risk OB/GYN patients

1981-1982 Private Duty Nurse

Residence of Mrs. Lucia Howe Snow
Responsible for maintaining optimum health for her eighty-nine year old husband, Mr. Stanley Snow. Duties include assessing many of the frequent geriatric ailments that necessitate a plan and intervention. Responsible also for scheduling of nurses around the clock.

1981Staff R.N. (per diem)

Memorial Hospital and Merriman House
Memorial Hospital, North Conway, NH

Responsibilities included passing medications, directing aides, caring for the acutely ill and chronically ill patient. Also worked with other health team members including physical therapists, respiratory therapists and physicians in setting short and long term goals for patients.

1978-1980 Nursing Supervisor

Portland City Hospital, Portland, Maine

Handling of all patient and staff related emergencies. Patient teaching and family education of diseases and prevention of diseases, nutrition, explanation of medications, and administration of various tests. A major focus was the care of the terminally ill patient and their family. Discharge planning involved evaluating with physicians and other health care professionals the capability of a

patient to return home or to other residence. If needed, setting up visits with outside agencies (Visiting Nurses, Meals on Wheels, Physical Therapy) upon a patient's discharge. Written evaluations of staff members under my supervision every six months. Assisting with scheduling of staff members. Weekly meetings with administrators.

OTHER EXPERIENCE

1970-1977 Summers: Worked as a Nurses' Aide in convalescent homes.
Through Nursing School: Worked as an aide in the Dartmouth Hitchcock Mental Health Center.

Involvement: Volunteer at all area Blood Mobiles. 1981-1982
Volunteer at Neighborhood Hypertension Clinics. 1980-81

Attended many seminars obtaining CEU credits. Seminar topics include: Management, Rehabilitation, Geriatric assessments, Death and Dying. 1978-1980

Attended Lamaze classes with obstetric patients. 1976

Interests & Hobbies:Art appreciation, plants, reading, decorating, cooking. Interested in maintaining physical fitness through aerobics, skiing, hiking and swimming.

Ruth A. Brown

Professional Experience:

PATIENT ADVOCATE-*Lamprey Health Care*, Newmarket, NH — July 2014 – current
Provide strong customer skills with professional demeanor
Verify patient's demographic and health insurance information
Collect copayments & balances on patient's accounts
Answer phones, take messages and schedule appointments
Accurately enter billing information and provide financial information to uninsured

FINANCIAL COUNSELOR-*Financial Health Strategies*, Gaithersburg, MD — Dec 2013–May2014
(location Wentworth-Douglass Hospital-Dover, NH)
Medicaid Eligibility and maintaining the status on computer software
Processing Affordable Care Act Application for Patients as a Certified Application Counselor

ACCOUNTS PAYABLE & CASH APPLICATION SPECIALIST — May 2012-Aug 2013
HR GENERLIST-*Community Action Partnership of Strafford County*, Dover, NH
Enter invoices, print checks and ready payments for mailing
Enter cash receipts
Maintain benefits file in ADP

BOOKKEEPER, *Novel Iron Works, Inc.*, Greenland, NH — Sept 2009-Sept 2011
Monthly Construction Billing Requisitions
Prepare Waivers and all Additional Documents required for Payment Application
Manage Health, Dental & Life Insurance
Record Payments in Cash Receipts and Remote Bank Scanner
Apply for Workers Comp and General Liability Insurance on all Projects

ACCOUNTING MANAGER, *J-PAC, LLC*, Somersworth, NH — Sept 2001-Aug 2008
Execute all payroll duties and record in General Ledger
Maintain Accounts Payable/Record Cash Receipts
Resolve A/R invoicing, receiving and payment issues
Reconcile Accounts/Perform Month End Closings
Perform Bank Reconciliation/Communicate Directly with Bank Contacts
Audit preparation for Year-End, Insurance and Bank audits
Benefits Administration - Health, Dental, Life, Disability and 401K

TAX PREPARER (seasonal), *H&R Block*, Rochester, NH — Feb 2000-Apr 2003
Prepared Individual Tax Returns with IRS certification
Customer Service

OFFICE MANAGER/FULL-CHARGE BOOKKEEPER (part-time), — May 1999-Sept 2001
Turcotte's Housing Service, Inc., Newmarket, NH
Managed Office including all Bookkeeping, Payroll, Payroll Tax Filing, W-2's and 1099's.
Employee Benefits - Report of New Hire
Bank Reconciliation and Audit Preparation for Insurances and Year-End

OFFICE MANAGER/FULL-CHARGE BOOKKEEPER (part-time) Jun 1995-Sept 2001
Fischer Agency, Dover, NH
Independently Managed Rental Office including all Bookkeeping with QuickBooks
Prepared Rental Agreements, Showed Rental Property and Collected Rental Income
Bank Reconciliation and Audit Preparation for Insurances and Year-End

Education:

New England College, Bachelors in Accounting, 1998, *magna cum laude*
McIntosh College, Associates in Accounting & Taxation, 1996, *magna cum laude*

References:

Available upon request

ADDENDUM TO RESUME
Patient Advocate Job Title Changed to Patient Service Representative in September 2016

ERIN M. CAMPBELL, R.D., L.D.

EDUCATION:

- **Master's of Science in Human Environmental Sciences,** Major in Human Nutrition, University of Alabama, Tuscaloosa, AL, GPA: 3.57, anticipated graduation date in December 2008
- **Dietetic Internship,** University of New Hampshire, Durham NH, June 2007
- **Bachelor of Science in Health Science,** Concentration in Nutrition, Keene State College, Keene, NH, GPA: 3.73 (Dean's List), May 2006

APPLIED INTERNSHIP EXPERIENCES:

Concord Hospital, January – May 2007

- Provided patient care and education throughout the hospital.
- Calculated and managed enteral and parenteral nutrition regimens.
- Participated in transition to Nutrition Care Process documentation.

University of New Hampshire's Health Services, September – December 2006

- Participated in nutrition counseling of college students.
- Assisted with university-wide health promotion and food drive.
- Researched the topic of probiotics and formulated a proposal on their use at Health Services.

Team Nutrition, September – December 2006

- Conducted health screens on elementary school-aged children.
- Analyzed school lunch menu.
- Interactively instructed kindergarten class about importance of eating a variety of colorful foods.

University Foodservice, September – December 2006

- Assisted with development and implementation of gluten-free menu throughout the dining halls.
- Organized safety meetings for dining hall staff and performed safety audits.
- Created a two-week cycle menu for new vegan station in dining hall.

UNDERGRADUATE APPLIED COURSEWORK:

Medical Nutrition Therapy

- Conducted a nutritional analysis, provided nutrition recommendations for an assigned senior citizen.

Life Cycle Nutrition & Wellness

- Developed and implemented a healthy snacking presentation for fourth and fifth grade classrooms.

Food Science

- Prepared a menu using specific diet restrictions, worked with a local chef in an in-class food synergy competition.

Food Service Management:

- Participated in a group project to design, prepare, and implement a themed meal at the student dinning hall.

ERIN M. CAMPBELL, R.D., L.D.

PAID EXPERIENCE:

Graduate Assistant, University of Alabama, Tuscaloosa, AL, January 2008 – May 2008

- Developed healthy eating lesson plans for clients at a mental health day program.
- Provided staff education regarding diabetes to cooks of group homes.
- Analyzed vending machines options and made recommendations to decrease calories and fat.
- Conducted client assessments.
- Monitored weight histories of clients as part of a grant to decrease rates of obesity and diabetes in the mental illness population.

Waitress, Corner Store, Hillsboro, NH, May 2003 – July 2006

- Demonstrated attention to detail through ability to take multiple customer orders at once, communicate with other staff members, and deliver prepared food.
- Demonstrated ability to multitask through additional cleaning and cooking responsibilities.
- Addressed customers' needs, focused on customer service, worked with diverse group of people.
- Length of time in this position and "small town" feel of restaurant offered ability to work with repeat customers.

Office Assistant, Monadnock Eye Associates, Peterborough, NH, January 1999 – May 2002

- Acquired basic principles of working in a medical office.
- Filed charts with close attention to accuracy and detail.
- Transported specimens to lab.
- Provided patient transportation when needed and continually interacted with patients daily.

LEADERSHIP & ACTIVITIES:

Vice President, Student Dietetic Association, Keene State College, Fall 2005 – Spring 2006
Vice President, Eta Sigma Gamma National Honor Society, Keene State College, Fall 2005 – Spring 2006
Secretary, Healthy Readers Book Club, Keene State College, Fall 2005 – Spring 2006
Co-Chair, Taste of Keene, Kid's Corner, Fall 2005

PROFESSIONAL MEMBERSHIP:

American Dietetic Association

LICENSURE:

Licensed Dietitian in state of Alabama, New Hampshire licensure pending

CERTIFICATIONS:

ServSafe

SKILLS:

Publisher, PowerPoint, Excel, Food Processor, Food Pro

REFERENCES AND PORTFOLIO:

Available upon request

ERIN M. CAMPBELL, R.D., L.D.

ADDENDUM TO RESUME

Lamprey Health Care, Nashua, NH – September 2008 – Present
Nutritionist
Ensure that appropriate nutritional assessment, counseling, education, and referral are provided to clients across the life cycle with special attention to the obstetrical population and other high-risk clients. Provide outreach/consultation/coordination of services with schools and other community groups.

SANDRA M. DENONCOUR

EDUCATION

Great Bay Community College, 2005 - 2008 — Stratham, NH
Associate Degree in Nursing
Phi Theta Kappa Honor Society, Member

University of New Hampshire, 1989-93, 2003 — Durham, NH
Bachelor of Arts, Communication

LICENSING / CERTIFICATION

* State of New Hampshire, Registered Nurse, June 2008, current
* AHA Basic Life Support for Healthcare Providers — Exp: 12/2014

PROFESSIONAL EXPERIENCE

Lamprey Health Care - Newmarket, NH — **5/2012 - present**
Registered Nurse, Gold Team Lead

* Collaborative planning and implementation of Medical Home model to ensure quality care and progress toward patient goals through outreach, care management, and patient education
* Extensive daily telephone triage responsibility for pediatric, adult, and geriatric patients in a community healthcare setting
* In-office assessment, education, procedures, medication administration, and testing

Goodwin Community Health - Somersworth, NH — **5/2008 -5/2012**
Registered Nurse

* Extensive daily telephone triage responsibility for pediatric, adult, and geriatric patients in a community healthcare setting
* In-office assessment, education, procedures, medication administration, and testing as scheduled on nurse schedule
* Ensured quality care management and progress toward patient goals through education, advocacy, and direct care
* Vaccine Manager July 2010-present for all pediatric and adult vaccine programs including staff continuing education, management of vaccine supply, auditing of patient charts for compliance with current recommendations

Great Bay Community College - Stratham, NH — **9/2006 - 5/2008**
Anatomy & Physiology I & II Tutor

* Assessed student learning styles and barriers to learning
* Educated in specific content area utilizing one-on-one, group, and workshop formats

Portsmouth Regional Hospital - Portsmouth, NH **4/2004 - 9/2006**
Scheduler / Receptionist

* Managed outpatient schedule for Occupational Health, PT, OT
* Processed registrations and charts for provider use
* Facilitated timely patient flow within clinic

Cross Roads House, Inc. - Portsmouth, NH **1/2002 - 4/2004**
Family Case Manager

* Counseled and advocated for 10-15 homeless families living concurrently in emergency shelter
* Managed daily intake, coordinated referrals for services
* Promoted progress toward permanent housing for parents and children while addressing mental health, substance abuse, family/individual counseling, educational, and financial needs

Bridgton Hospital - Bridgton, ME **12/2000- 12/2001**
Registrar

* Managed outpatient registration and inpatient admissions for 21-bed community hospital. Shifts included 11p - 7am

Cambridge Health Alliance - Cambridge, MA **5/1998 - 9/2000**
Birth and Postpartum Doula

* Provided prenatal education, labor / postpartum support for women and families at Cambridge Hospital and Birth Center
* Collaborated closely with CNM team to provide comprehensive care and resource referrals.

ADDITIONAL CLINICAL EXPERIENCE

Exeter Healthcare - Exeter, NH — Fall 2006
Sub-Acute, Rehabilitation
Wentworth-Douglass Hospital - Dover, NH — Spring / Fall 2007
3 South Medical / Surgical, Orthopedic
Family Center
Great Bay Services - Newington, NH — Spring 2007
Community Psychiatric
Holy Family Hospital - Methuen, MA — Fall 2007
St. Anne's Medical / Surgical
Exeter Hospital - Exeter, NH — Spring 2008
4 North Medical / Surgical / Telemetry
Center for Cancer Care / Hematology

ADDENDUM TO RESUME
Lamprey Health Care, Newmarket/Raymond, NH April 2015 - Present
Practice Manager Newmarket and Raymond Centers - Responsible for health center operations including professional and support staffing; development and oversight of center budget, quality improvement activities, mentoring and training professional staff.

Karen Deoleo

SKILLS

Certified HealthCare Interpreter (Spanish/English) speaking and writing, ability to analyze the unique financial and personal profile of each client to attain the most beneficial program to fit the their needs, maintain the utmost level of file management, attention to detail to ensure a seamless and positive execution of clients/patients needs, and excellent interpersonal and communications skills. Highly motivated and hardworking, ability to work fast with honesty and interact with others.

EXPERIENCE

Lamprey Health Care, Nashua, NH- Patient Service Representative Lead/ Referral Coordinator
APRIL 2014 - PRESENT

- Coordinate all referrals and address them to different specialty providers
- Supervises the site Patient Services Representative Team.
- Responsible for interviewing potential new employees.
- Process financial assistance application, to develop an appropriate payment plan and reconciliation of payments for billing department.
- Meets with patients to ensure receipt and completion of appropriate forms and\or application, assisting when needed for financial help.
- Implements practice policies and procedures to ensure all members of the team are aware
- Ensure that all employees adhere to the policies and procedures to ensure the delivery of high quality patient services.
- To oversee the day to day operations of check-in/out processes
- To ensure that patient services and administrative systems are functioning efficiently and monitor these systems to make suggestions for improvement.
- Responsible for accurate collecting demographic data from the patient to provide internal and external customer services.
- Maintains and update all patients information with a high level of confidentiality.
- Explain to patient all the different types of Insurance thru the ACA.

Southern NH Services, (Fuel and Electric Assistance) Nashua, NH - Certifier/ Assistant Supervisor
June 2008 - April 2014

- Responsible for reviewing Energy assistance application, for accuracy and completeness making sure client are approved and receive the benefit they qualify for.
- Maintain strict client confidentiality at all time.
- Working with supervisor to improve operations and achieve office goals.
- Manage staff when required.
- Conduct Interviews with clients, to discuss household income to determine their eligibility
- At the time of appointment.
- Excellent customer service skills with the capability of interacting with different personalities under very stressful circumstances.
- Initiate procedures to grant, modify, deny or terminate assistance.
- Keep records of assigned cases to prepare required reports and audits.
- Perform clerical and outreach duties, either by phone or the client home.
- Responsible for having adequate knowledge of all SNHS programs and regulations in compliance with state laws to make referrals to other SNHS programs beneficial to the client.

EDUCATION

- New Hampshire Notary
- Certified HealthCare Interpreter
- MS Word 2003-2010, Excel, PowerPoint, QuickBooks, Outlook.
- Manchester Technical College - **Psychology, Medical Assistance-** Not finish 2000-2002
- Hartford Technical College, Hartford, Ct 1998-2000.

REFERENCES

Upon Request

Bellelyn Guzman

Objective: My goal is to become associated with a medical facility where I can utilize my skills and gain further experience while enhancing the organization productivity and reputation.

Education:

Anthem Institute, New York, NY	Medical Assistant	Diploma	2012
Nashua High School South, Nashua, NH	High School	Diploma	2009

Skills:

Medical Terminology	Phlebotomy	OSHA/HIPPA Compliance
Patient Preparation	Centrifuge	EMR/eClinical
Vital Signs/Triage	Med/Surg Asepsis	Microsoft Office
Laboratory Procedures	Autoclaving	Filing Alpha/Numeric
Waived Testing	EKG	Telephone Procedures
Specimen Collection	CPR Certified	Patient Scheduling
Inbound/Outbound Calls	Sales Rep	

Languages:
English/Spanish

Work History:

TruGreen/Service Master, Londonderry, NH **08/2012-10/2012**
Inside sales Representative

- Received and placed telephone calls
- Handled outbound calls requiring associates to either sell or save a consumer/customer
- answered inquiries, resolved problems, promote and sale products/services, and/or enter or confirm sales
- Process outbound customer/prospect calls regarding various products and services
- Obtain accurate data in order to provide complete information and assistance to customers/prospects.
- Identify needs of customer and deliver services and/or products that are specific to the customer need in order to generate revenue
- Promote products and/or services

Med nova Physicians, Bronx, NY **01/2012-03/2012**
Medical Assistant (Externship)

- Greeted patients and took chief complaint
- Measured and recorded patient vital signs including height, weight, temperature, blood pressure and pulse rate
- Performed EKGs on patients
- Assisted the doctor during patient examinations and performed routine screening tests
- Phlebotomy and collection of laboratory specimens
- Answered phones, scheduled and confirmed patient appointments
- Gave patients referrals and verified insurance information
- Translated for Spanish speaking patients
- Used eClinical for scheduling and input patient information
- Filed and maintained medical records and patient charts

ADDENDUM TO RESUME
Lamprey Health Care, Nashua, NH
November 2012 - Present
Room patients and record vitals (BP, Pulse, respiratory, weight), review current medication list, clean and stock exam rooms, various clinical support duties as assigned by provider and nursing supervisor.

Elaine MacDonald

EXPERIENCE

August 2014 – Present

Brigham Health & Rehabilitation
Newburyport, Massachusetts
Admissions Coordinator
Clinically assessed patients for appropriate admissions.
Financially qualified potential admissions, including insurance pre-authorization and negotiating insurance rates for out of contract insurance policies. Meet with families to tour and review both admissions and financial guidelines.
Facility liaison to local hospitals, assisting with patient screening.
Responsible for keeping statistics of referral sources, conversion and denial percentages, and customer services surveys

Jan. 2012 – July 2014

Glen Ridge Nursing Care Center
Medford, Massachusetts
Admissions Director
Managed the admissions department for a 163 bed facility.
Clinically assessed patients for appropriate admissions.
Financially qualified potential admissions, including insurance pre-authorization and negotiating insurance rates for out of contract insurance policies. Meet with families to tour and review both admissions and financial guidelines.
Facility liaison to local hospitals, assisting with patient screening.
Responsible for keeping statistics of referral sources, conversion and denial percentages, and customer services surveys.

June 2005 – Dec. 2011

Meadow View Care & Rehabilitation
N. Reading, Massachusetts
Admissions Coordinator
Responsible for managing the admissions process. This includes screening patients, assessing referrals, financially qualifying potential clients, and completion of admission paperwork.
Meet with families to tour facility and follow through on sales process.
Customer Service. Training new employees and follow-up review of customer service policies with current employees.
Maintain metrics of referral sources, denials, non-converted inquiries and successful admissions.

Apr. 2003 – June 2005 **Lahey Clinic Hospital**
Burlington, Massachusetts
Administrative Assistant of Case Management
Responsible for the day to day administrative operations of the Case Management/Social Service Dept.
Created and revised departmental policies.
Supervision of post acute care coordinators.
Oversee all aspects of the post acute care searches and communication of utilization reviews to insurance case managers.
Coordinate dialysis discharge plan for renal patients.

Sept. 2001 – Apr. 2003 **Northeast Rehabilitation Health Network**
Salem, New Hampshire
Inpatient Financial Coordinator
Responsible for verification of patient benefits for all 3rd party payers. Pre-certification of new admissions with commercial insurance Patient representative to billing dept. for resolution of insurance issues.
Inpatient and Outpatient Registration Supervisor
Supervision of approximately 14 inpatient, outpatient, and satellite insurance verification and patient registration personnel. Responsible for developing and implementing procedures to protect the financial interests of the hospital.

EDCUATION Northern Essex College
Haverhill, Massachusetts
Accounting Degree

Middlesex Community College
Medical Terminology

SPECIAL SKILLS Notary Public

REFERENCES Available upon request

ADDENDUM TO RESUME
Lamprey Health Care, Raymond, NH February 2016 - Present
Patient Service Representative / Certified Application Counselor - Assist patients with appointment scheduling, billing and financial questions, insurance applications, and financial assistance counseling.

SUGEILY MARIN

OBJECTIVE:

To utilize my experience and academic skills to provide outstanding service in a Customer Service setting. I am energetic, enthusiastic, self-motivated, with excellent multi-tasking skills and advanced knowledge in community programs. I will like to be an active employee that contributes to the mission, vision and values of the company on a professional level with all employees. I feel strongly that my skills, knowledge and abilities are a valuable asset.

EDUCATION:

Completed 80 hours of Emerging Leaders of Community of Color Program- 2016

Completed Community Health Work training at AHEC- 2015

Southern New Hampshire Area Health Education Center- 60 hours of Medical Interpreting Training- 2014

Central High School, High School Diploma-2006

SUMMARY OF QUALIFICATIONS:

- Ability to work in a fast-paced environment
- Strong listening, multitasking, prioritization and problem solving skills
- Excellent work ethic
- Ability to quickly assess needs
- Great team player
- Flexible with working shifts, holidays & nights
- Strong knowledge of Microsoft Office (Excel, Word)
- Bilingual (Spanish & English)
- Highly organized Coach with Great Management experience and leadership skills

PROFESSIONAL EXPERIENCE:

Maintaining Independence Adult Day Care Services, LLC

Activity Coordinator/ Data Administrator/Transportation Coordinator **April 2016 - Current**

- Create daily activities and goals for each member accordingly
- Monitor patients closely/ provide personal assistance as needed
- Update patient's medical records/ personal follow-up with Insurance carriers
- Answer inbound/outbound calls
- Update driver's log for upcoming medical appointment using Excel
- Assisting driver when bringing clients home by helping each client aboard the vehicle safely and walking each clients to the entrance of their home to ensure patient's safety
- Serve clients with their meals breakfast/lunch
- Verifies validity of account discrepancies by obtaining and investigating information from sales, customer service department and customer

NH Voices for Health

MarketPlace Assister **October 2014 - March 2016**

- Promote/Educate about Health Insurance
- Deliver Health Literacy into schools, colleges, hospitals and private organized meetings
- Organize outreach in the community of Manchester and Nashua
- Guide and enroll clients in affordable health insurance plans through the Marketplace through a computer monitor/ via phone or hard copy application
- Data entry and update personal information
- Interpret English/Spanish
- Translate written documents English/ Spanish

Dartmouth Hitchcock,
Appointment Secretary **March 2012-2014**

- Inbound calls
- Assist patients with prescription medications refills/ prepare internal and external medical referrals
- Retrieve medical insurance information
- Receive/transfer emergency calls to nurse or providers available
- Update patient's background and medical information
- Send high priority messages to nurses with patient's requests
- Assist with medical questions and medical needs
- Assist non English speaking callers with questions and concerns

The CCS Companies, Andover, MA, *Customer Service Representative* **July 2010-March 2012**

- Maintain a professional and customer friendly manner with each account
- Provide the client back daily with information in regard to disputes and payments in a timely and accurate manner
- Communicate in writing and verbally (in person/or via phone) with supervisors and managers
- Execute verbal and written directions from the supervisors and managers
- Frequently read and interpret information in written form and from a computer monitor regarding clients, debtors, policy and procedure, laws, and company memos
- Participate in various problem solving and decision-making activities requiring skills such as listening, speaking, reading, writing, analyzing, basic math, independent thinking, organization, prioritizing, planning and delegating
- Operate various equipment and systems requiring manual and visual dexterity and hand/eye coordination (i.e. typing/keyboarding)
- Demonstrate respect and regard for all clients, visitors, and fellow employees to ensure a professional, responsible, and courteous working environment
- Promotes effective working relations and works effectively both as part of the department team and cross functionally with other departments to contribute to the achievement of department/company goals and objectives
- Maintains work areas and equipment in conditions as required by department standards. Operates assigned equipment and performs all activities in a safe manner
- Performs other tasks as may be assigned

ADDENDUM TO RESUME
Lamprey Health Care, Nashua, NH, February 2017 - Present
Financial Assistance Counselor - Assist patients with applications for insurance coverage and/or financial assistance programs.

Sarah C. Marino

EDUCATION

1998-2002 BS, Family Studies, minor: Psychology and Sociology, University of New Hampshire, Durham, NH

EMPLOYMENT

4/2006-Present Home Visitor, Strafford County Early Head Start, Rochester, NH

- Provide comprehensive outreach services to families, prenatal women and children ages zero to three in the areas of health, nutrition, social services, and education.
- Manage a caseload of 10 children, engage child and parent in a weekly home visit and assist with coordinating services in the classroom.
- Help families to identify goals, provide referrals to social services and advocate for services.
- Plan and facilitate an informative parent meeting on a weekly basis in order to provide participants with socialization and educational opportunities.
- Participate in recruitment efforts; provide prospective applicants with a detailed program overview, process applications and income verification with applying families.

12/2007-Present Support Center Program Assistant, Families First Health and Support Center, Portsmouth, NH

- Model safe, healthy, and positive interactions for families participating in program activities.
- Implement high quality childcare services to children and families during the evening parent and family programming.
- Assist center staff as needed and provide direction and leadership to volunteers.

9/2004-4/2006 Child and Family Outreach Specialist, Seacoast Mental Health Center, Exeter, NH

- Implemented mental illness management services for children and their families in the home, school and community setting with a caseload of up to fifteen clients.
- Provided case management services to clients and their families, assisted with referrals and advocated for services to meet client needs.
- Designed individual treatment plans cooperatively with each client and facilitated achievable goal setting, explored methods for accomplishing goals with the client in the home, school and community.
- Documentation responsibilities included treatment plans, quarterly reviews, contact notes, crisis plans and interventions, and state

eligibilities to assess impairments and ensure compliant Medicaid billing for the child and family program.

8/2002- 7/2004 Pre-K Teacher, Bright Horizons Family Solutions, Glastonbury, CT

- Developed and implemented emergent curriculum.
- Conducted assessments of children and held parent/teacher conferences, documentation responsibilities include daily notes, progress reports, and curriculum outlines.
- Cultivated a knowledge and skill base for students to enter kindergarten.
- NAEYC accredited program.

9/1998-5/2002 Teacher Aide, Growing Places, Durham, NH

- Taught and facilitated activities with children.
- Assisted head teacher with maintaining a consistent and safe classroom environment.
- Fulfilled all duties as head teacher in their absence.
- Provided flexible care for children ranging from infants to kindergarten as needed.

OTHER RELATED QUALIFICATIONS

Infant, Child and Adult CPR Certification
First Aid
Parents As Teachers Home Visiting Curriculum
Creative Curriculum
CPI Crisis Prevention Institute
American Red Cross, Certified Smoke Cessation Counselor

COMPUTER SKILLS:

MS Word/Works, MS Office, Netscape, Internet Explorer, Lotus Notes, Microsoft Exchange, Windows, Mac OS, Microsoft Excel

REFERENCES

References and letters of recommendation are available upon request.

ADDENDUM TO RESUME

Lamprey Health Care, Newmarket, NH September 2008 - Present

Care Coordinator - Provide supportive services to patients through assessment and appropriate referral services. Provide care coordination including referrals and facilitation to appropriate social services within the community. Participate in team planning with center staff and appropriately document statistical information. Collaborates with community agencies and resources to identify needs within the communities served.

Patricia A. Mason

Education: St. Joesph's School of Nursing, Nashua, NH
Continental Acadmie of Hair, Hudson, NH

Activities And Awards:

2005 to Present: Greater Nashua Medical Reserve Corps
2006 to Present: Disaster Medical Assistant Team DMAT-MA2
2003 to Present: Bridges Domestic Violence/Assault Victims Advocate
1987 to Present: American Heart Basic Life Support Instructor
1984 to 2006: Call Firefighter/EMT-Intermediate Hudson Fire Dept.
2003: Governor's Citation for Performance in the line of duty
2005 Town of Hudson Fire Chief's award

EXPERIENCE

1/02 – Present **Lamprey Health Care - Nashua, N.H.**
Perinatal Care Manager / Women's Health and Family Planning Coordinator: Act as the administrative officer for women's health services. Responsible for the supervision, program and budgetary management of the Family Planning and Teen clinic programs, Outreach programs and Prenatal care services. Monitor compliance with state and federal standards, policies, guidelines and grant conditions. Assist with Family Planning and Prenatal work plans. Obtain and document all pertinent medical and social history on all new prenatal patients and coordinate laboratory testing. Assist the physician and mid-level providers in coordinating patient care. Maintain a prenatal data base and perform audits. Set up and oversee weekly High Risk review meetings. Supervision and management of The Teen To Teen clinic, an Adolescent Contraceptive Health program. Provide HIV counseling and blood draws for this clinic. Administer injections and medication as directed. Perform Annual CPR recertification for employees along with Lactation counseling and domestic violence counseling as needed. Act as the Emergency Management Director for our site.

11/03–Present **Bridges, Nashua, N.H.**
Crisis Intervention Advocate. Answer the Domestic Violence/Rape and Assault crisis phone line 12 hours per month.

4/05 – Present **Greater Nashua Medical Reserve Corps, Nashua, N.H.**
Attend monthly meetings for training/information purposes. Volunteer for community Events/Disaster relief efforts. Prepare for local catastrophic events.

2006-Present **Disaster Medical Assistance Team – DMAT-MA2**
Respond as activated to locations in the United States that have had disasters and are in need of medical aid. This team also provides the medical services for large gatherings such as the Boston Marathon, Boy Scout Jamboree, Presidential Conventions etc.

12/84 – 2006 **Emergency Medical Technician Intermediate/Career Level Fire Fighter**, Hudson Fire Department, Hudson, N.H. Perform emergency medical care and transportation of patients to Emergency Departments along with the duties of a firefighter.

LICENSURE/ CERTIFICATIONS State of N.H. Licensed Practical Nurse, Manual Cardiac Defibrillation, American Heart Association CPR Instructor, State of N.H. Cosmetology, Certified In I.V Therapy, Phlebotomy, Emergency Pharmacology, Career Level Firefighter, Lactation Consultant, Domestic Violence and Sexual Assault Advocate, State of N.H. Notary.

Querida S. Owen

Objective

Continuation of the application of my acquired psychological and bilingual skills.

Summary of qualifications

Bachelor degrees in Psychology and Spanish.
Completely bilingual as well as bicultural.
Strong intra-personal skills.

Work Experience

1999 to Present

Area Agency for Developmental Services of Greater Nashua, Inc. Nashua, NH

Assistant Early Supports and Services Coordinator for 11 towns

Assist in the implementation of a family Centered Early Supports and Services program / Early Intervention, which focuses on supporting children of ages new born to three and their families, in non-facility based services.

Responsible for the arrangement and implementation of initial home visits, referrals to contracted teams for evaluations, goals development and implementation, in addition to an array of service options which include: Service coordination, family training, counseling, home visits and occupational / physical / speech therapy.

Provide technical assistance as it relates to state and federal Early Supports and Services regulations for the various evaluating teams.

1991 to 1999

Greater Nashua Child Care Center Nashua, NH

Associate level classroom teacher.
Worked intensively with children aged 13 months through 10 years, and their families.

Assisted in the planning and carrying out of developmentally appropriate activities, as well as in the implementation of behavior modification plans.

Querida S. Owen

Education

1993 to 1998

Rivier College Nashua, NH

Bachelor degree in Psychology.
Bachelor degree in the Spanish Language.
Various workshops on prenatal factors, child development, and challenging behaviors.

Accreditations

Named to the National Dean's List for the last three years of college.

Community activities / services

Neighborhood Health Center for Greater Nashua: Translating and interpreting for medical and counseling personnel (as part of Spanish internship).

Area Agency for Developmental Services of Greater Nashua: Translating for initial home visits, evaluations, therapy sessions and transposing letters on the agency's behalf.

References

Upon request.

Personal

Female, United States Citizen, Single, Good Health.

ADDENDUM TO RESUME

9/24/01-Present Lamprey Health Care, Nashua, NH

Care Coordinator/Counselor

Provide supportive services to patients through assessment and appropriate referral services. Provide care coordination including referrals and facilitation to appropriate social services within the community. Participate in team planning with center staff and appropriately document statistical information. Collaborates with community agencies and resources to identify needs within the communities served.

Silvia Helena Mendonca

OBJECTIVE: To secure a healthcare position utilizing my exceptional interpersonal, bilingual, and administrative skills.

SKILLS:
Able to speak English, Spanish, and Portuguese.
Excellent computer experience
Provide excellent customer service
Ability to work independently as well as with others
Excellent work ethics

EDUCATION:

Certificate in the Art of Medical Interpretation — December 2003
Cross Cultural Communication Systems, Inc.-Manchester, NH

English Speakers of Other Languages — August 2002
University of New Hampshire, Manchester, NH

English as a Second Language Program — August 1998
Rivier College, Nashua, NH

Business Administration Degree — December 1986
FIPLAC-University Central of Planalto, Brasilia, Brazil

EMPLOYMENT HISTORY:

Panera Bread Bakery — 11/02 ~~08/03~~-Present
Food Service Employee
Provide excellent customer service. Trained other employees.
Ran the cash register.
Supervisor: Cristina Palmer (603)891-2133

Delta Education Company — 08/01-09/03
Warehouse
Entered orders using Oracle system. Performed clerical duties such as filing, printing orders, and build schedule day. Performed warehouse duties such as picking out orders, driving a forklift, and Hi-Bay and Golf.
Supervisor: Keith Triciani (603)579-3471

Hadco Corporation/Sanmina Company **07/98-07/01**
AOI Operator
Responsible for quality control for board circuit. Operated advance computer production. Assembled word process board circuit.
Supervisor: Tara Aguiar (603) 432-2004

Diacom Company **08/97-12/98**
Machine Operator
Operated machines on the rubber molder production line.
Supervisor: Bill Costello (603) 880-1900

PROFESSIONAL SKILLS: Oracle Computer System, Forklift and Truck driver license.

REFERENCES: Available on Request.

ADDENDUM TO RESUME
Name Change to Petuck
Lamprey Health Care, Nashua, NH August 2004 - Present
Interpreter - Provide interpretation services for Spanish and Portuguese speaking patients. Services provided during medical visits and enabling services, and in interactions with support staff.

Jennica Tripp

Objective
To obtain a position at Lamprey Health Care as a Care Manager where I will work through new challenges and utilize my experience and education to provide your company with quality care.

Experience

Easter Seals NH, Seacoast, Central, and Northern Regions, NH — December 2010- March 2015
Regional Director
Regional Coordinator
Residential Coordinator
Community Living Manager
Assistant Manager

- Supervised up to 17 managers including Staffed Home Managers, Community Living Managers, and Day Program Managers
- Provided direct care, case management, and crisis intervention to consumers
- Supervised Behavior Specialists, Nurses, Response Teams, Direct Support Associates and Office Managers
- Created and submitted individual budgets and narratives based on individual needs
- Managed individual budgets of up to 157 consumers amounting in approximately $500,000.00 of business
- Provided training for Direct Support Associates, Managers and Directors
- Oversaw high risk consumers within staffed homes, Enhanced Family Care homes
- Created and implemented systems to gain quality efficiently, managing overtime costs, and creating tools for new managers to use
- Managed individuals within state certification standards and creating systems to prevent further deficiencies
- Presented overtime usage reports using Microsoft Excel and PowerPoint to demonstrate decreases both to the VP and to managers as a training tool.

Self-Employed — December 2009-Present
Photographer

- Portrait, Landscape, Childcare events, Newborn, and Wedding Photography
- Computer editing and enhancements
- Manage clientele
- Provide organization and excellent communication to ensure quality outcomes

Mental Health Center of Greater Manchester, Manchester, NH
Clinical Support Specialist, Gemini House — May, 2009-December, 2009
Family and Community Support Team — June, 2002-June, 2003

- Provided symptom management, crisis intervention, and case management during program closure
- Produced and implemented trainings and groups to support individual treatment plans and meet client needs
- Offered Functional Support Services for homeless clientele with co-occurring disorders
- Utilized community resources to ensure quality of life for clientele, including daily AA/NA meetings
- Developed and taught a life skills group for young adults
- Created and implemented a summer program designed for children to work on their treatment goals

Seacoast Mental Health Center, Exeter, NH
Case Manager, Community Support Program — July, 2006-November, 2008

- Provided community and vocational support to severely and persistently mentally ill adults
- Symptom management and crisis intervention
- Developed client-based treatment plans and assessments
- Team based treatment model including weekly meetings with psychiatrists and therapists

VNA Childcare and Family Resource Center, Manchester, NH
Program Manager, Volunteer Services, and Scheduling — June, 2004-June, 2006
Kindergarten Teacher — June, 2003-June, 2004

- Direct supervision of 25 staff members including management of seven classrooms and 100 families
- Ensuring compliance with State Licensing requirements
- Integrated a Positive Behavioral Intervention and Support program (PBIS)
- Effectively communication with families, staff and community agencies
- Provided behavior management, support, and mentoring for pre-kindergarten and kindergarten teachers
- Created and implemented individual behavioral plans
- Helped the program establish NH Accreditation and work towards National Accreditation and Education of the Young Child

Education

Keene State College, Keene, NH
BA, Psychology, 2002

Skills and Trainings

- Positive Behavioral Intervention and Support
- First Aid and CPR certification
- Crisis Prevention Institute Certificate
- Defensive Driving
- Illness Management and Recovery
- MANDT
- MATSA/ATSA

Additional Activities

Assistant Swim Coach
- Laconia Swim Club 2006-2007, 2010-2012
- Concord Family YMCA 2002-2004
- Gators Swim Team 1999-2001

References

David Jadlocki
Former Director/Supervisor of Easter Seals NH
(603) 899-5722 or (603) 899-5539

Desiree Libby
Former Director/Supervisor of Easter Seals NH
(207) 399-4308

Anita DiNitto
Clinical Team Leader/Supervisor of Seacoast Mental Health Center
(603) 957-5919

ADDENDUM TO RESUME
Name Change to Piecuch
Lamprey Health Care, Raymond, NH August 2015 - Present
Care Coordinator - Care Coordinator - Provide supportive services to patients through assessment and appropriate referral services. Provide care coordination including referrals and facilitation to appropriate social services within the community. Participate in team planning with center staff and appropriately document statistical information. Collaborates with community agencies and resources to identify needs within the communities served.

Laura A. Roberts LPN

EDUCATION

11/1993-08/1994 Greater Lowell Regional Technical Vocational School; Tyngsboro, MA
Practical Nurse Program

09/1990-05/1991 Northern Essex Community College; Haverhill, MA
Liberal Arts Courses and Macintosh Computer

09/1986-06/1990 Dracut High School; Dracut, MA
College Prepatory Courses

PROFESSIONAL EXPERIENCE

04/2001-Present Partners for Womens Health; Exeter, NH Triage Nurse and Office Nurse
Triage nurse position duties are triage incoming phone calls of OB and GYN patients, prioritizing calls based on patient need booking appointments when applicable or offering advice, calling in prescriptions per protocol guidelines. Floor nurse responsibilities include rooming patients, getting medical history, educating OB patients of proper care for selves during pregnancy. Injections, phlebotomy, assisting with loop cone biopsies, colposcopy, endometrial biopsies and post care education of those procedures.

1996-2001 Lamprey Health Care; Raymond, NH Office Nurse
Duties were rooming patients, reporting lab results, calling in prescriptions, patient education in regards to asthma, glucose monitoring, diabetic foot care, etc. Giving injections, and phone triage.

1991-1996 Alicare Medical Management; Salem, NH PPO Referral Coordinator & Review Assistant
Job duties entailed directing callers to Network Providers in their geographical area, assisting callers and providers through the precertification process, handling all delivery cases of clients and authorized days based on medical necessity. Assisting in network development, quality management, caller satisfaction surveys, and similar activities.

1995-1996 1992-1993	Private HealthCare Systems; Waltham, MA Customer Service Rep Assisted members and providers through the precertification process and referred them to network providers. Also worked as a provider data services assistant entering providers PPO applications into computer interacting with providers to make sure information complete and accurate in order to see them through the credentialing process, assisted with filing and other office duties as needed.
1994	HomeCare Inc; Andover, MA Home Health Aide Traveled to clients homes in Northern MA, and Southern NH region Assiting clients with household chores, grocery shopping and personal care as needed.
11/1989-09-1989	Lowell General Hospital; Lowell, MA Outpatient File Clerk Filed all out-patient reports, read medical records to providers over the phone, photocopying and entering clients into the computer.
REFERENCES:	Available upon request.

ADDENDUM TO RESUME

Lamprey Health Care, Raymond, NH August 2008- Present

Perinatal Care Manager, Medical Home Team Nurse - Oversee the prenatal panel at the Raymond location, provide care to prenatal patients and provide postnatal counseling.

Nicole M. Watson, BSN, RN

Professional Experience Summery:

- **Clinical Director 2008-Present** – Lamprey Health Care – Responsible for clinical protocols, policies and procedures; Oversight of the Performance Improvement Program and concurrent audits; and The Joint Commission preparation; Dental Program, Diabetes Program; Medical Information Program; Coordination of the Risk Management Program; maternal and Child Health Program; participates in Grant writing and management; oversight of Nurse Program/ Nurse Educator

- **Site Administrator 2008-Present** – Responsible for the clinic operations and professional and unlicensed support staff support; development and oversight of the budget; Quality Improvement; mentoring professional and support staff; Oversight of EOC program/ facility maintenance

- **Clinical Program Supervisor 2001-Present** – Responsible for urban site clinical policies and procedures; for quality audits and monitoring; oversight of clinical operations; Teen Clinic operations; assistance with budget development; grants management; Maternal Child Health program oversight

- **Other**:
  - Independent contractor for Quality organization auditing hospital admissions;
    Independent contractor for insurance company for provider and site reviews, documentation evaluation and preventative health issues;
  - Department manager of a large pediatric department and responsible for professional and unlicensed support staff, budget and operations for 80 hour a week program/ teen clinic/ education programs
  - Nursing Supervisor for a pediatric department
  - School nurse substitute

Professional membership:

- NNESHRM – Northern New England Society for Health Care Risk Management
- NHPHA – New Hampshire Public Health Association

Education

University of New Hampshire – Bachelor of Science in Nursing 1969
- Graduated Cum Laude

Graduate level courses

Susan Marie Webster

PROFESSIONAL EXPERIENCE

Pentucket Medical Associates *December, 1997 to Present*
Hampstead, NH
Reception. (part-time) Appointment scheduling, patient registration, chart preparation, telephone correspondence, and charge entry.

Drs. Moore and Hart, Family Practice *January, 1994 to November, 1997*
Hampstead, NH
Insurance Specialist. (part-time) Electronic and paper claim submission. Trial balance analysis. Accurately process insurance and patient receivables. Process insurance denials and appeals. Vendor liaison. Maintain all dictionaries. Coding.

Subcontractor for Foster & Bibeau *December, 1988 to September, 1993*
Attorney-at-Law
Tewksbury, MA
Self-employed as an Insurance Collector/Consultant (part-time) Hospital and physician insurance collection, electronic and paper submission, appeals process. File maintenance from home-based office (and Fosters office). Claim tracking and report generation. Client interview for payment plan. Claim research.

Anna Jaques Hospital *March, 1980 to December, 1988*
Newburyport, MA
Patient Account Supervisor (full-time) Managed collection processes. Trial balance analysis. Trained and supervised 8 employees: 2 Patient Account Rep., Cashier, Bad Debt Clerk, Patient Account Clerk, Correspondence Clerk, Financial Coordinator, and Business Office Secretary. New job descriptions and performance appraisals. ('84 to '88) Other positions held: Outpatient Blue Cross Biller, Inpatient Blue Cross Biller, and Patient Account Representative. ('80 to '84)

Blue Cross of Massachusetts *April 1979 to March, 1980*
Boston, MA
Hospital Claims Examiner (full-time) Determination of Blue Cross benefits, draft authorization to hospital, payment retractions.

EDUCATION

Northern Essex Community College, Haverhill, MA *June, 1978*
Associate in Arts Degree, Major in Sociology, minor in Accounting

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COMPUTER EXPERIENCE

I own an IBM computer with Windows and modem. I am familiar with the following software: Microsoft Word 6.0, WordPerfect 5.2, Excel 5.0, Quicken 3, Access 2.0, and PharmAssist. Also Versys, MEDIC (Med-1), Statlink, Professional Management Center Practice System, SAINT Hospital System, Wang Integrated Word Processing.

SKILLS

Exceptional organizational skills, supervisory ability, medical diagnostic and procedure coding, medical terminology, word processing, basic accounting, third-party billing, referrals, and transcription training.

ADDENDUM TO RESUME

Lamprey Health Care, Newmarket, NH May 1998 - Present

Billing and Coding Credentialing Specialist - Process billing claims and process provider credentialling.

Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Lamprey Health Care Inc.
Program: Primary Care Services
Budget Period: July 1, 2019 - March 31, 2020

A	B	C	D	E	E	F
Position Title	**Current Individual in Position**	**Projected Hrly Rate as of 1st Day of Budget Period**	**Hours per Week**	**Amnt Funded by this program for Budget Period**	**Amnt Funded by other sources for Budget Period**	**Site***
Example:						
Program Coordinator	Sandra Smith	$21.00	40	$43,680	$43,680	
Administrative Salaries						
Billing and Coding Compliance Manager	Alwardt, Jeanne	42.92	40	$13,391	$53,564	Newmarket Admin
Director of Transportation	Bartley, Deborah	26.9	40	$10,491	$31,473	Newmarket/Raymond
Clinical Director/Risk Manager	Watson, Nicole	51.51	40	$16,071	$64,284	Nashua/Newmarket/ Raymond
Billing and Coding Credentialing Specialist	Webster, Susan	22.34	40	$6,099	$28,752	Newmarket Admin
Total Admin. Salaries				$46,052	$178,073	
Direct Service Salaries						
Practice Manager/Clinical Trainer	Bernier, Jennifer	38.08	40	$11,881	$47,524	Nashua
Nurse Practitioner	Blundell, Kristy	48.89	37.64	$18,837	$52,701	Raymond
Perinatal Program Coordinator/Medical Home Team Nurse	Brewer, Mary	41.91	34	$13,090	$42,497	Newmarket
Nutritionist	Campbell, Erin	41.25	30	$46,859	$0	Nashua/Newmarket/ Raymond
Practice Manager/Clinical Trainer	Denoncour, Sandi	43.61	40	$13,606	$54,425	Newmarket/Raymond
Patient Service Representative	Brown, Ruth	18.21	40	$14,204	$14,204	Newmarket
Patient Service Representative	DeoLeo, Karen	18.83	40	$29,375	$0	Nashua
Registered Medical Asst	Guzman, Bellelyn	20.7	40	$24,219	$8,073	Nashua

Financial Assistance Counselor	Marin, Sugeily	16.92	40	$9,898	$16,497	Nashua
Care Coordinator	Marino, Sarah	22.81	32	$26,688	$1,779	Newmarket
Patient Service Rep / Certified Application Counselor	MacDonald, Elaine	16.7	30	$19,539	$0	Newmarket/Raymond
Perinatal Care Manager / Women's Health and FP Coordinator	Mason, Patricia	31.96	30	$9,972	$27,422	Nashua
Care Coordinator	Owen, Querida	25.26	40	$19,703	$19,703	Nashua
Interpreter	Petuck, Silvia	20.34	40	$23,798	$7,933	Nashua
Care Coordinator	Piecuch, Jennica	26.37	32	$30,853	$2,057	Raymond
Perinatal Care Manager/ Medical Home Team Nurse	Roberts, Laura	34.67	36	$8,113	$40,564	Raymond
Total Direct Salaries				$320,633	$335,378	
Total Salaries by Program				$366,684.98	$513,451.36	

Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.

*Please list which site(s) each staff member works at, if your agency has multiple sites.

Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Lamprey Health Care Inc.
Program: Primary Care Services
Budget Period: July 1, 2018 - June 30, 2019

A	B	C	D	E	E	F
Position Title	**Current Individual in Position**	**Projected Hrly Rate as of 1st Day of Budget Period**	**Hours per Week**	**Amnt Funded by this program for Budget Period**	**Amnt Funded by other sources for Budget Period**	**Site***
Example:						
Program Coordinator	Sandra Smith	$21.00	40	$43,680	$43,680	
Administrative Salaries						
Billing and Coding Compliance Manager	Alwardt, Jeanne	42.92	40	$17,855	$71,419	Newmarket Admin
Director of Transportation	Bartley, Deborah	26.9	40	$13,988	$41,964	Newmarket/Raymond
Clinical Director/Risk Manager	Watson, Nicole	51.51	40	$21,428	$85,713	Nashua/Newmarket/ Raymond
Billing and Coding Credentialing Specialist	Webster, Susan	22.34	40	$8,132	$38,335	Newmarket Admin
Total Admin. Salaries				$61,403	$237,431	
Direct Service Salaries						
Practice Manager/Clinical Trainer	Bernier, Jennifer	38.08	40	$15,841	$1,219	Nashua
Nurse Practitioner	Blundell, Kristy	48.89	37.64	$25,423	$70,269	Raymond
Perinatal Program Coordinator/Medical Home Team Nurse	Brewer, Mary	41.91	34	$17,435	$56,662	Newmarket
Nutritionist	Campbell, Erin	41.25	30	$62,478	$0	Nashua/Newmarket/ Raymond
Practice Manager/Clinical Trainer	Denoncour, Sandi	43.61	40	$18,142	$72,567	Newmarket/Raymond
Patient Service Representative	Brown, Ruth	18.21	40	$18,938	$18,938	Newmarket
Patient Service Representative	DeoLeo, Karen	18.83	40	$39,166	$0	Nashua
Registered Medical Asst	Guzman, Bellelyn	20.7	40	$32,292	$10,764	Nashua

Financial Assistance Counselor	Marin, Sugeily	16.92	40	$13,198	$21,996	Nashua
Care Coordinator	Marino, Sarah	22.81	32	$35,295	$2,661	Newmarket
Patient Service Rep / Certified Application Counselor	MacDonald, Elaine	16.7	30	$26,052	$0	Newmarket/Raymond
Perinatal Care Manager / Women's Health and FP Coordinator	Mason, Patricia	31.96	30	$13,295	$36,562	Nashua
Care Coordinator	Owen, Querida	25.26	40	$26,270	$26,270	Nashua
Interpreter	Petuck, Silvia	20.34	40	$31,730	$10,577	Nashua
Care Coordinator	Piecuch, Jennica	26.37	32	$41,137	$2,742	Raymond
Perinatal Care Manager/ Medical Home Team Nurse	Roberts, Laura	34.67	36	$10,817	$54,085	Raymond
Total Direct Salaries				$427,510	$385,313	
Total Salaries by Program				$488,912.44	$622,744.26	

Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.

*Please list which site(s) each staff member works at, if your agency has multiple sites.

Appendix E

Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Lamprey Health Care Inc.
Program: Primary Care Services
Budget Period: April 1, 2018 - June 30, 2018

A	B	C	D	E	E	F
Position Title	**Current Individual in Position**	**Projected Hrly Rate as of 1st Day of Budget Period**	**Hours per Week**	**Amnt Funded by this program for Budget Period**	**Amnt Funded by other sources for Budget Period**	**Site***
Example:						
Program Coordinator	Sandra Smith	$21.00	40	$43,680	$43,680	
Administrative Salaries						
Billing and Coding Compliance Manager	Alwardt, Jeanne	41.67	40	$4,334	$17,335	Newmarket Admin
Director of Transportation	Bartley, Debora	26.12	40	$3,396	$10,187	Newmarket/Raymond
Clinical Director/Risk Manager	Watson, Nicole	50.01	40	$5,201	$20,804	Nashua/Newmarket/ Raymond
Billing and Coding Credentialing Specialist	Webster, Susan	21.69	40	$1,974	$9,305	Newmarket Admin
Total Admin. Salaries				$14,904	$57,631	
Direct Service Salaries						
Practice Manager/Clinical Trainer	Bernier, Jennifer	36.97	40	$3,845	$15,380	Nashua
Nurse Practitioner	Blundell, Kristy	47.47	37.64	$6,171	$17,057	Raymond
Perinatal Program Coordinator/Medical Home Team Nurse	Brewer, Mary	40.69	34	$4,232	$13,753	Newmarket
Nutritionist	Campbell, Erin	40.05	30	$15,620	$0	Nashua/Newmarket/Raymond
Practice Manager/Clinical Trainer	Denoncour, Sandi	42.34	40	$4,403	$17,613	Newmarket/Raymond
Patient Service Representative	Brown, Ruth	17.68	40	$4,597	$4,597	Newmarket
Patient Service Representative	DeoLeo, Karen	18.28	40	$9,506	$0	Nashua
Registered Medical Asst	Guzman, Bellelyn	20.1	40	$7,839	$2,613	Nashua

Appendix E

Financial Assistance Counselor	Marin, Sugeily	16.43	40	$3,631	$4,913	Nashua
Care Coordinator	Marino, Sarah	22.15	32	$8,613	$576	Newmarket
Patient Service Rep / Certified Application Counselor	MacDonald, Elaine	16.21	30	$6,322	$0	Newmarket/Raymond
Perinatal Care Manager / Women's Health and FP Coordinator	Mason, Patricia	31.03	30	$3,227	$8,875	Nashua
Care Coordinator	Owen, Querida	24.52	40	$6,375	$6,375	Nashua
Interpreter	Petuck, Silvia	19.75	40	$7,703	$2,568	Nashua
Care Coordinator	Piecuch, Jennica	25.6	32	$9,984	$666	Raymond
Perinatal Care Manager/ Medical Home Team Nurse	Roberts, Laura	33.66	36	$4,813	$10,940	Raymond
Total Direct Salaries				$106,880	$105,924	
Total Salaries by Program				$121,783.74	$163,554.44	

Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.
*Please list which site(s) each staff member works at, if your agency has multiple sites.

FORM NUMBER P-37 (version 5/8/15)

Subject: Primary Care Services (RFP-2018-DPHS-15-PRIMA)

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

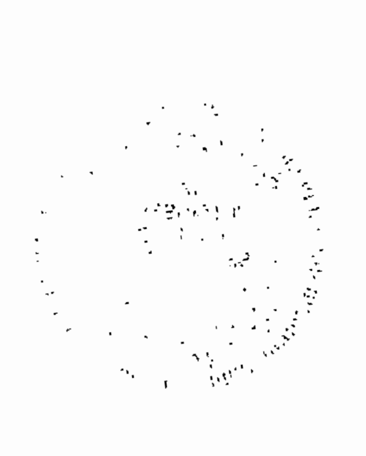
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Community Health Center		1.4 Contractor Address 145 Hollis Street, Manchester, NH 03101	
1.5 Contractor Phone Number 603-935-5210	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $1,190,293
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature [signature]		1.12 Name and Title of Contractor Signatory Kris McCracken, President/ CEO	
1.13 Acknowledgement: State of New Hampshire, County of Hillsborough On April 3, 2018, 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] Sarah Gibson		SARAH E. GIBSON MY COMMISSION EXPIRES SEPT. 7, 2021 NOTARY PUBLIC NEW HAMPSHIRE	
1.13.2 Name and Title of Notary or Justice of the Peace Sarah Gibson, Notary Public			
1.14 State Agency Signature Lisa Morris Date: 4/26/18		1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR, DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: [signature]		On: 5/22/18	
1.18 Approval by the Governor and Executive Council *(if applicable)* By:		On:	



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials [illegible]
Date 4/3/18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of

improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

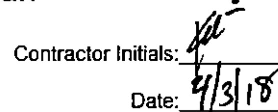
10. Performance Measures

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. **Definitions**
    - 1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:
        - 1.1.1. The calendar year, (January 1st through December 31st); or
        - 1.1.2. The state fiscal year (July 1st through June 30th).
    - 1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.
    - 1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set
    - 1.4. **NQF** – National Quality Forum
    - 1.5. **Title V** – Federal Maternal and Child Health Services Block Grant
    - 1.6. **UDS** – Uniform Data System
    - 1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section
2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**
    - 2.1. **Breastfeeding**
        - 2.1.1. Percent of infants who are ever breastfed (Title V PM #4).
            - 2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.
            - 2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.
            - 2.1.1.3. Denominator: All patient infants born in the measurement year.
    - 2.2. **Preventive Health: Lead Screening**
        - 2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).
            - 2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.
            - 2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.



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2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

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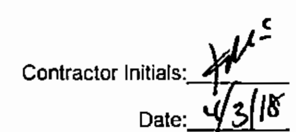

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

2.5.1.2. Age 18 through 64 BMI ≥ 18.5 and < 25

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2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. Preventive Health: Tobacco Screening

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

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recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. At Risk Population: Hypertension

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

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2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

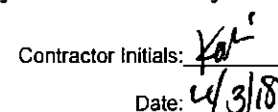
2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are



enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Exhibit A-2 – Report Timing Requirements

1.1. **Primary Care Services Reporting Requirements**

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2. **Annual Reports**

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each

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identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year;

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1. Primary Care Services Measure Data Trend Table (DTT), due on;

1.3.1.1. July 31, 2018 (measurement period July 1– June 30) and;

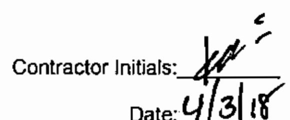
1.3.1.2. January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF);

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Contractor Initials:



Date: 4/3/18

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

      4.2.2. Onsite reviews may be required.

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

      Financial Administrator

      Department of Health and Human Services

      Division of Public Health

      29 Hazen Dr.

      Concord, NH 03301

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Primary Care Services

Budget Period: SFY 2018 (April 1, 2018 – June 30, 2018)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 111,235.02	$ 11,124.00	$ 122,359.02	$ -	$ -	$ -	$ 111,235.02	$ 11,124.00	$ 122,359.02
2. Employee Benefits	$ 21,874.98	$ 2,188.00	$ 24,062.98	$ -	$ -	$ -	$ 21,874.98	$ 2,188.00	$ 24,062.98
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	$ 2,150.00	$ 215.00	$ 2,365.00	$ -	$ -	$ -	$ 2,150.00	$ 215.00	$ 2,365.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ 135,260.00**	**$ 13,527.00**	**$ 148,787.00**	**$ -**	**$ -**	**$ -**	**$ 135,260.00**	**$ 13,527.00**	**$ 148,787.00**
Indirect As A Percent of Direct		10%						10%	

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Primary Care Services

Budget Period: SFY 2019 (July 1, 2018 – June 30, 2019)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 444,987.25	$ 44,499.00	$ 489,486.25	$ -	$ -	$ -	$ 444,987.25	$ 44,499.00	$ 489,486.25
2. Employee Benefits	$ 87,453.75	$ 8,746.00	$ 96,199.75	$ -	$ -	$ -	$ 87,453.75	$ 8,746.00	$ 96,199.75
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	$ 8,600.00	$ 860.00	$ 9,460.00	$ -	$ -	$ -	$ 8,600.00	$ 860.00	$ 9,460.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 541,041.00	$ 54,105.00	$ 595,146.00	$ -	$ -	$ -	$ 541,041.00	$ 54,105.00	$ 595,146.00
Indirect As A Percent of Direct		10%						10%	

Contractor's Initials ____

Date ____

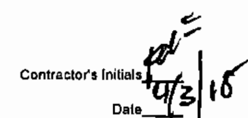


Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Primary Care Services

Budget Period: SFY 2020 (July 1, 2019 – March 31, 2020)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 333,755.49	$ 33,376.00	$ 367,131.49	$ -	$ -	$ -	$ 333,755.49	$ 33,376.00	$ 367,131.49
2. Employee Benefits	$ 65,575.51	$ 6,558.00	$ 72,133.51	$ -	$ -	$ -	$ 65,575.51	$ 6,558.00	$ 72,133.51
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	$ 6,450.00	$ 645.00	$ 7,095.00	$ -	$ -	$ -	$ 6,450.00	$ 645.00	$ 7,095.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 405,781.00	$ 40,579.00	$ 446,360.00	$ -	$ -	$ -	$ 405,781.00	$ 40,579.00	$ 446,360.00
Indirect As A Percent of Direct		10%						10%	

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   - 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   - 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

    CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

    (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

    (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

    (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
    When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

145 Hollis Street, Manchester, NH 03101
1245 Elm Street, Manchester, NH 03101
184 Tarrytown Road, Manchester, NH 03103
88 McGregor Street, Manchester, NH 03102

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Manchester Community Health Center

4/3/18
Date

Name: Kris McCracken
Title: President/CEO

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: Manchester Community Health Center

4/3/18
Date

Name: Kris McCracken
Title: President/CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Manchester Community Health Center

4/3/18
Date

Name: Kris McCracken
Title: President/CEO

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Manchester Community Health Center

4/3/18
Date

Name: Kris McCracken
Title: President/CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Manchester Community Health Center

4/3/18
Date

Name: Kris McCracken
Title: President/CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Contractor Initials KA

Date 1/3/18

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) <u>Obligations and Activities of Business Associate</u>.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Manchester Community Health Center
The State	Name of the Contractor
[signature]	[signature]
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Kris McCracken
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	President/CEO
Title of Authorized Representative	Title of Authorized Representative
4/26/18	4/3/18
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Manchester Community Health Center

4/3/18
Date

Name: Kris McCracken
Title: President/CEO

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 928664937

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO ________ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   ________ NO X YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

Contractor Initials [signature]

Date 4/3/18

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or

consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not

use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the

scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

b. safeguard this information at all times.

c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact program and policy:
   (Insert Office or Program Name)
   (Insert Title)
   DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:
   DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:
   DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:
   DHHSInformationSecurityOffice@dhhs.nh.gov

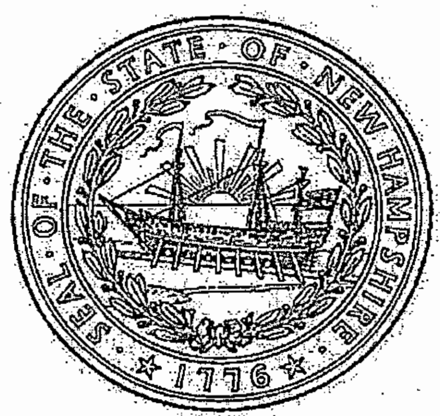
E. DHHS contact for Breach notifications:
   DHHSInformationSecurityOffice@dhhs.nh.gov
   DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MANCHESTER COMMUNITY HEALTH CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 07, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **175115**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2017.

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	MANCHESTER COMMUNITY HEALTH CENTER	Business ID:	175115
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	05/07/1992	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	05/07/1992		
Principal Office Address:	145 Hollis Street, Manchester, NH, 03101, USA	Mailing Address:	145 Hollis Street, Manchester, NH, 03101, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / PRIMARY HEALTH CARE MEDICAL FACILTY	

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CERTIFICATE OF VOTE

I, Catherine Marsellos, Secretary of the Board of Directors, do hereby certify that:

1. I am a duly elected Officer of Manchester Community Health Center.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 7, 2018:

RESOLVED: That the President/CEO is hereby authorized on behalf of this Agency to enter into the said contract with the State of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and in effect as the 3rd day of April, 2018.

4. Kris McCracken is the duly elected President/CEO of the Agency.

Catherine A. Marsellos
(Signature of the Secretary of the Board of Directors)

STATE OF NEW HAMPSHIRE
County of Hillsborough

The forgoing instrument was acknowledged before me this 3rd day of April, 2018, by Catherine Marsellos.

Sarah Gibson
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

SARAH E. GIBSON
MY COMMISSION EXPIRES SEPT. 7, 2021
NOTARY PUBLIC
NEW HAMPSHIRE

Commission Expires: 09/07/21

MANCCOM-01 LMICHALS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # AGR8150
Clark Insurance
One Sundial Ave Suite 302N
Manchester, NH 03103

CONTACT NAME: Lorraine Michals, CIC
PHONE (A/C, No, Ext): (603) 716-2362 | FAX (A/C, No): (603) 622-2854
E-MAIL ADDRESS: lmichals@clarkinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Co of South Carolina	19259
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Manchester Community Health Center MCHC
145 Hollis Street
Manchester, NH 03101

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; PRO-JECT; X LOC; OTHER:			S2291045-00	11/01/2017	11/01/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY; ANY AUTO; OWNED AUTOS ONLY; X SCHEDULED AUTOS; X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY			S2291045-00	11/01/2017	11/01/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB; X OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; X RETENTION $ 0			S2291045-00	11/01/2017	11/01/2018	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC9057737-00	11/01/2017	11/01/2018	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

NH Department of Health & Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Mission, Vision and Core Values

Mission

To improve the health and well-being of our patients and the communities we serve by leading the effort to eliminate health disparities by providing exceptional primary and preventive healthcare and support services which are accessible to all.

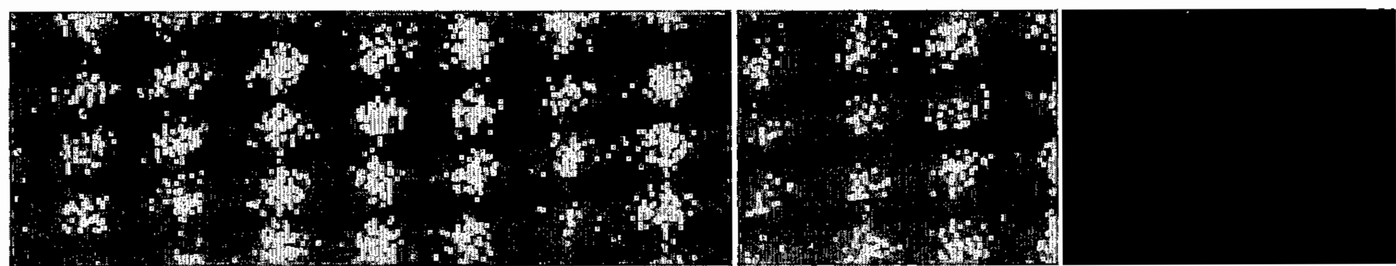
Vision

MCHC will become the provider of choice for comprehensive primary health care by achieving the triple aim of better health outcomes, better patient care, and lowered costs through using innovative care models and strong community partnerships. MCHC will meet our mission by using evidence-based care that is patient-centered, engages families, removes barriers, and promotes well-being and healthy lifestyles through patient empowerment and education.

Core Values

We will promote wellness, provide exceptional care, and offer outstanding services so that our patients achieve and maintain their best possible health. We will do this through fostering an environment of respect, integrity and caring for all stakeholders in our organization.

ADOPTED: 01/28/2014



FINANCIAL STATEMENTS

June 30, 2017 and 2016

With Independent Auditor's Report

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Manchester Community Health Center

We have audited the accompanying financial statements of Manchester Community Health Center, which comprise the balance sheets as of June 30, 2017 and 2016, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Manchester Community Health Center as of June 30, 2017 and 2016, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
December 6, 2017

MANCHESTER COMMUNITY HEALTH CENTER

Balance Sheets

June 30, 2017 and 2016

ASSETS

	2017	2016
Current assets		
Cash and cash equivalents	$ 671,890	$ 1,024,773
Patient accounts receivable, less allowance for uncollectible accounts of $1,702,394 in 2017 and $1,391,757 in 2016	2,058,763	2,055,686
Grants and other receivables	942,811	566,395
Prepaid expenses	131,702	120,052
Total current assets	3,805,166	3,766,906
Investment in limited liability company	20,298	16,203
Assets limited as to use	-	150,000
Property and equipment, net	4,362,418	3,796,129
Total assets	$ 8,187,882	$ 7,729,238

LIABILITIES AND NET ASSETS

	2017	2016
Current liabilities		
Line of credit	$ 810,000	$ -
Accounts payable and accrued expenses	1,057,214	484,037
Accrued payroll and related expenses	1,059,280	934,203
Current maturities of long-term debt	52,316	51,049
Total current liabilities	2,978,810	1,469,289
Long-term debt, less current maturities	1,206,475	1,258,264
Total liabilities	4,185,285	2,727,553
Net assets		
Unrestricted	3,091,080	4,318,627
Temporarily restricted	810,159	581,700
Permanently restricted	101,358	101,358
Total net assets	4,002,597	5,001,685
Total liabilities and net assets	$ 8,187,882	$ 7,729,238

The accompanying notes are an integral part of these financial statements.

MANCHESTER COMMUNITY HEALTH CENTER

Statements of Operations

Years Ended June 30, 2017 and 2016

	2017	2016
Operating revenue		
Patient service revenue	**$ 9,734,445**	$ 9,284,028
Provision for bad debts	**(1,687,439)**	(1,098,074)
Net patient service revenue	**8,047,006**	8,185,954
Grants and contracts	**6,832,729**	6,397,842
Other operating revenue	**104,554**	154,857
Net assets released from restriction for operations	**716,090**	539,958
Total operating revenue	**15,700,379**	15,278,611
Operating expenses		
Salaries and benefits	**12,556,077**	10,658,870
Other operating expense	**4,579,067**	4,221,587
Depreciation	**336,129**	311,809
Interest expense	**54,071**	38,875
Total operating expenses	**17,525,344**	15,231,141
Operating (loss) income	**(1,824,965)**	47,470
Other revenues and gains		
Contributions	**194,463**	209,687
Investment income	**1,166**	984
Equity in earnings from limited liability company	**4,095**	15,703
Total other revenues and gains	**199,724**	226,374
(Deficit) excess of revenue over expenses	**(1,625,241)**	273,844
Grants for capital acquisition	**69,001**	79,924
Net assets released from restriction for capital acquisition	**328,693**	-
(Decrease) increase in unrestricted net assets	**$ (1,227,547)**	$ 353,768

The accompanying notes are an integral part of these financial statements.

MANCHESTER COMMUNITY HEALTH CENTER

Statements of Changes in Net Assets

Years Ended June 30, 2017 and 2016

	2017	2016
Unrestricted net assets		
(Deficit) excess of revenue over expenses	**$ (1,625,241)**	$ 273,844
Grants for capital acquisition	**69,001**	79,924
Net assets released from restriction for capital acquisition	**328,693**	-
(Decrease) increase in unrestricted net assets	**(1,227,547)**	353,768
Temporarily restricted net assets		
Contributions	**1,273,242**	545,984
Net assets released from restriction for operations	**(716,090)**	(539,958)
Net assets released from restriction for capital acquisition	**(328,693)**	-
Increase in temporarily restricted net assets	**228,459**	6,026
Change in net assets	**(999,088)**	359,794
Net assets, beginning of year	**5,001,685**	4,641,891
Net assets, end of year	**$ 4,002,597**	$ 5,001,685

The accompanying notes are an integral part of these financial statements.

MANCHESTER COMMUNITY HEALTH CENTER

Statements of Cash Flows

Years Ended June 30, 2017 and 2016

	2017	2016
Cash flows from operating activities		
Change in net assets	**$ (999,088)**	$ 359,794
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Provision for bad debts	**1,687,439**	1,098,074
Depreciation	**336,129**	311,809
Equity in earnings from limited liability company	**(4,095)**	(15,703)
Contributions and grants for long-term purposes	**(726,960)**	(79,924)
Increase in the following assets		
Patient accounts receivable	**(1,690,516)**	(1,219,342)
Grants and other receivables	**(376,416)**	(73,969)
Prepaid expenses	**(11,650)**	(24,094)
Increase in the following liabilities		
Accounts payable and accrued expenses	**573,177**	157,242
Accrued payroll and related expenses	**125,077**	312,467
Net cash (used) provided by operating activities	**(1,086,903)**	826,354
Cash flows from investing activities		
Release of (increase in) board-designated reserves	**150,000**	(75,000)
Capital expenditures	**(902,418)**	(215,153)
Net cash used by investing activities	**(752,418)**	(290,153)
Cash flows from financing activities		
Contributions and grants for long-term purposes	**726,960**	79,924
Proceeds from line of credit	**920,000**	-
Payments on line of credit	**(110,000)**	-
Payments on long-term debt	**(50,522)**	(48,003)
Net cash provided by financing activities	**1,486,438**	31,921
Net (decrease) increase in cash and cash equivalents	**(352,883)**	568,122
Cash and cash equivalents, beginning of year	**1,024,773**	456,651
Cash and cash equivalents, end of year	**$ 671,890**	$ 1,024,773
Supplemental disclosures of cash flow information		
Cash paid for interest	**$ 54,071**	$ 38,875
Capital expenditures in accounts payable	**321,590**	-

The accompanying notes are an integral part of these financial statements.

1. Summary of Significant Accounting Policies

Organization

Manchester Community Health Center (the Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) providing high-quality, comprehensive family oriented primary healthcare services which meet the needs of a diverse community, regardless of age, ethnicity or income.

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles generally requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents exclude amounts whose use is limited by Board designation.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past history and identifies trends for each individual payer. In addition, balances in excess of one year are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	2017	2016
Balance, beginning of year	**$ 1,391,757**	$ 608,028
Provision	**1,687,439**	1,098,074
Write-offs	**(1,376,802)**	(314,345)
Balance, end of year	**$ 1,702,394**	$ 1,391,757

The increase in provision and write-offs is primarily the result of the regulatory environment related to challenges with credentialing of providers and timely filing limits imposed by managed care companies.

Grants and Other Receivables

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Investment in Limited Liability Company

The Organization is one of eight partners who each made a capital contribution of $500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to $20,298 and $16,203 at June 30, 2017 and 2016, respectively.

Assets Limited as to Use

Assets limited as to use consist of cash and cash equivalents and represent assets designated by the board for future capital needs.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the (deficit) excess of revenue over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit continuing donor stipulations, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor. Restricted grants received for capital acquisitions are reported as temporarily restricted net assets in the period received, and expirations of those donor restrictions are reported when the acquired long-lived assets are placed in service and donor-imposed restrictions are satisfied.

Permanently restricted net assets include net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is unconditionally received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of operations as "net assets released from restriction." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses and drug costs incurred related to the program are included in other operating expenses.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	2017	2016
Program services	**$15,198,514**	$13,439,463
Administrative and general	**2,138,503**	1,619,871
Fundraising	**188,327**	171,807
Total	**$17,525,344**	$15,231,141

(Deficit) Excess of Revenue Over Expenses

The statements of operations reflect the (deficit) excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the (deficit) excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 6, 2017, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Property and Equipment

Property and equipment consists of the following:

	2017	2016
Land	$ 81,000	$ 81,000
Building and leasehold improvements	4,327,993	3,877,039
Furniture and equipment	1,693,049	1,545,895
Total cost	6,102,042	5,503,934
Less accumulated depreciation	2,099,884	1,764,795
	4,002,158	3,739,139
Construction-in-process	360,260	56,990
Property and equipment, net	$ 4,362,418	$ 3,796,129

3. Line of Credit

The Organization has a $1,000,000 line of credit demand note with a local banking institution. The line of credit is collateralized by all assets and a second mortgage on the Organization's real property. The interest rate is LIBOR plus 3.5% (4.73% at June 30, 2017). There was an outstanding balance on the line of credit at June 30, 2017 of $810,000 and no outstanding balance in 2016. The line of credit was increased to $1,500,000 in July 2017.

4. Long-Term Debt

Long-term debt consists of the following:

	2017	2016
Note payable, with a local bank (see terms below)	$ 1,240,109	$ 1,284,696
Note payable, New Hampshire Health and Education Facilities Authority (NHHEFA), payable in monthly installments of $513, including interest at 1.00%, due July 2020, collateralized by all business assets	18,682	24,617
Total long-term debt	1,258,791	1,309,313
Less current maturities	52,316	51,049
Long-term debt, less current maturities	$ 1,206,475	$ 1,258,264

The Organization has a promissory note with Citizens Bank, N. A. (Citizens) for the purchase of the medical and office facility in Manchester, New Hampshire. The note is collateralized by the real estate. The note is a five-year balloon note due December 1, 2018 to be paid at the amortization rate of 25 years. The note is borrowed at a variable interest rate with margins adjusted annually on July 1 based on the Organization's achievement of two operating performance milestones (2.8667% at June 30, 2017). NHHEFA is participating in the lending for 30% of the promissory note. Under the NHHEFA program, the interest rate on that portion is approximately 30% of the interest rate charged by Citizens.

The Organization is required to meet an annual minimum working capital and debt service coverage as defined in the loan agreement with Citizens. In the event of default, Citizens has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. After receiving a waiver from Citizens to exclude certain one-time items from the debt service coverage calculation, the Organization is in compliance with all loan covenants at June 30, 2017.

Scheduled principal repayments of long-term debt are as follows:

2018	$ 52,316
2019	1,199,784
2020	6,115
2021	518
2022	58

5. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets consisted of the following as of June 30:

	2017	2016
Temporarily restricted		
Program services	$ **148,927**	$ 74,280
Child health services	**269,272**	356,884
Capital improvements (expended)	**66,955**	93,546
Capital improvements (not yet in service)	**325,005**	56,990
Total	$ **810,159**	$ 581,700
Permanently restricted		
Working capital	$ **101,358**	$ 101,358

6. Patient Service Revenue

Patient service revenue follows:

	2017	2016
Gross charges	**$16,357,934**	$15,972,455
340B pharmacy revenue	**919,437**	802,683
Total gross revenue	**17,277,371**	16,775,138
Contractual adjustments	**(6,088,033)**	(5,822,424)
Sliding fee scale discounts	**(1,454,893)**	(1,668,686)
Total patient service revenue	**$ 9,734,445**	$ 9,284,028

Revenue from the Medicaid and Medicare programs accounted for approximately 52% and 9%, respectively, of the Organization's gross patient service revenue for the year ended June 30, 2017 and 59% and 8%, respectively, for the year ended June 30, 2016. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2016.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges, and capitated arrangements for primary care services on a per member, per month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to $1,620,083 and $1,649,562 for the years ended June 30, 2017 and 2016, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

7. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b) that covers substantially all employees. The Organization contributed $289,444 and $266,304 for the years ended June 30, 2017 and 2016, respectively.

8. Concentration of Risk

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source, at June 30:

	2017	2016
Medicare	**14 %**	15 %
Medicaid	**42 %**	46 %
Other	**44 %**	39 %
	100 %	100 %

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2017 and 2016, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 81% and 72%, respectively, of grants and contracts revenue.

9. Commitments and Contingencies

Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2017, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

Leases

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are:

2018	$ 195,595
2019	134,132
2020	78,791
2021	73,107
2022	74,276
Thereafter	132,740
Total	$ 688,641

Rent expenses amounted to $269,771 and $246,564 for the years ended June 30, 2017 and 2016, respectively.

10. Financial Improvement Plan

The Organization incurred a significant operating loss during 2017. The financial statements have been prepared assuming the Organization will continue as a going concern, realizing assets and liquidating liabilities in the ordinary course of business. Although not currently planned, realization of assets in other than the ordinary course of business in order to meet liquidity needs could result in losses not reflected in these financial statements.

Management is working on several initiatives to mitigate losses going forward. As discussed below, management believes the combination of planned initiatives will provide the required cash flow and reduction of operating losses to sustain future operations.

During 2017, approximately $917,000 in bad debt write-offs occurred for charges incurred in 2015 and 2016, and were primarily the result of regulatory issues with credentialing of providers and timely filing limits imposed by managed care insurers, and are not expected to recur in 2018. In addition, provider utilization declined in 2017 due to reduced capacity during renovations, which will be completed in the first quarter of 2018. That utilization reduction was approximately $290,000 in 2017.

In 2017, the Organization was awarded a grant and acted in good faith, incurring nearly $250,000 in expenses to provide the services, but never received the final signed prospective contract until 2018. Management also plans to implement enhanced charges in 2018 that will capture services currently being provided but not being billed for which is estimated to provide another $200,000 in revenue annually, as well as expanding 340B pharmacy activities which would also provide another $100,000 annually.

Name	Committee(s)	Board Role	Effective Date of Nominations	Next Due for Reappointment	Final Term Ends (9 Yr Max)
KATHLEEN DAVIDSON	Compliance (CHAIR)	**Vice President**	11/4/2014	November, 2017	11/04/23
	Personnel				
	Executive				
RICHARD ELWELL	Finance (CHAIR)	**Treasurer**	1/9/2018	January, 2021	01/09/27
	Executive				
DOMINIQUE A. RUST	Executive (CHAIR)	**President**	4/6/2010	**Term ends 4/6/19**	04/06/19
	Finance				
TONI PAPPAS	Marketing & Dev (CHAIR)	Director	2/2/2010	**Term ends 2/2/19**	02/02/19
	Executive				
MUKHTAR IDHOW	Quality Improvement	Director	4/6/2010	**Term ends 4/6/19**	04/06/19
IDOWU EDOKPOLO	Strategic Planning	Director	11/19/2013	November, 2019	11/19/21
PARSU NEPAL		Director	3/7/2017	March, 2020	03/07/26
CATHERINE MARSELLOS	Strategic Planning	**Secretary**	6/2/2015	June, 2018	06/02/24
	Quality Improvement				
	Executive				
ALEIDA GALINDO	Marketing & Dev	Director	6/2/2015	June, 2018	06/02/24
	Quality Improvement				
PHILLIP ADAMS		Director	6/21/2016	June, 2019	6/21/2025
SOM GURUNG	Personnel	Director	3/7/2017	March, 2020	03/07/26
RAJESH KOIRALA	Strategic Planning	Director	3/7/2017	March, 2020	03/07/26
KERRI ARAMINI		Director	4/4/2017	April, 2020	04/04/26
LINDA LANGSTEN	Personnel (CHAIR)	Director	7/11/2017	July, 2020	7/11/2026
	Executive				
DAWN MCKINNEY	Strategic Planning	Director	7/11/2017	July, 2020	7/11/2026
MOHAMMAD "SALEEM" YUSUF		Director	1/9/2018	January, 2021	1/9/2027
ORESTE (RUSTY) J. MOSCA	Finance	Director	2/6/2018	February, 2021	2/6/2027

Staffing Resumes

Highly organized and efficient in a fast paced multitasking environment; able to prioritize efficiently and accomplish objectives with creativity and enthusiasm while maintaining a positive attitude and work ethic.
Authorized to work in the US for any employer

WORK EXPERIENCE

Toll Attendant

STATE OF NEW HAMPSHIRE - Hooksett, NH - May 2016 to Present

Classify vehicles by description in order to determine proper total assessment, ensure that proper revenues are collected quickly and accurately provide change. Provide security for the revenue collected.

Medical Assistant/MOHs

Adult and Pediatric Dermatology - Manchester, NH - November 2015 to February 2016

Responsibilities
- Rooming patients and obtaining history and chief complaint
- Suture removals,wound care, wound cultures, patch testing, UVB/UVA
- Proper dosing and mixing of buffered lidocaine and kenalog.
- Perform appropriate specimen collection including labeling, ensuring the specimen is in the bottle, and documentation
- Assisted in Mohs

Medical Assistant

Dartmouth-Hitchcock Medical Center - Concord, NH - February 2013 to November 2015

Room patients, take vitals, collect biopsy samples, assist in minor surgery, explain post operative care to patients. Insurance forms.

Patient Care Coordinator

Concord Orthopaedic Associate's - Concord, NH - November 2011 to January 2013

- Liaison between patient and physician
- Answering several phones lines and appointment scheduling for several physicians
- Medical chart preparation
- Complete disability forms

Medical Assistant

Monadnock Orthopedic Associates - Peterborough, NH - June 2010 to October 2011

Collect medical history and record vital signs
• Prepare and draw injections
• Apply and dressing changes
• Call in prescriptions to pharmacies
• Casting and post-operative bandage changes

Receptionist

Monadnock Orthopedic Associates - Peterborough, NH - April 2007 to June 2010

Front Office

• All aspects of customer service including greeting and checking in patients
• Medical chart preparation
• Appointment scheduling for the office as well as all radiology tests
• Register all patients per registration protocols and collect all documentation

Customer Service- Call Center

Northeast Delta Dental - Concord, NH - 2006 to 2007

Responded to complex telephone, electronic, and written inquiries from dental/vision professionals, groups, subscribers and brokers

• Communicated eligibility, benefits, claims policies and procedures
• Accurately completed online/hardcopy forms and routed to the appropriate department

Customer Service- Call Center

Blue Cross and Blue Shield of Vermont - Berlin, VT - 2003 to 2006

Provided accurate, prompt, and courteous responses to phone, written and face-to-face inquiries and to consistently provide outstanding customer service

• Maintained a high level of call volume and quality goals, while also keeping a high level of customer satisfaction by providing information and taking appropriate steps to resolve inquiries
• Accurately documented, tracked, and researched all inquiries

EDUCATION

Associate in Medical Assisting

Hesser College - Concord, NH
April 2008 to March 2010

SKILLS

Customer Service (10+ years), Scheduling (8 years), Triage (8 years), Centricity (5 years)

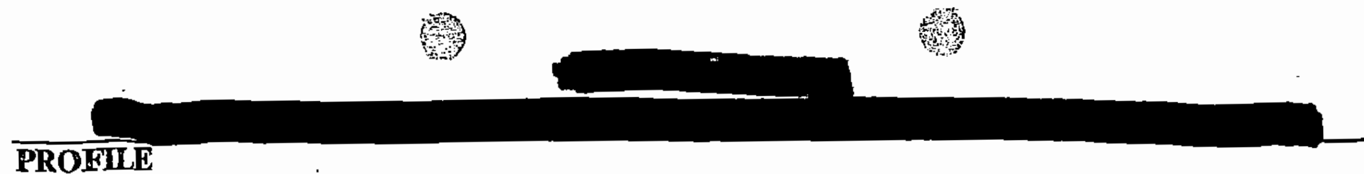
CERTIFICATIONS

BLS

June 2017

Registered Medical Assistant

2013 to 2016



PROFILE

Accomplished, hard-working highly analytical and technically skilled professional with proven ability to maintain precise records, known for accuracy and attention to detail, seeking to obtain a permanent position with a well reputable company to expand knowledge and grow professionally. Excellent organizational and problem-solving skills; motivated, passionate and very enthusiastic when taking on new challenges.

OPERATIONS AND TECHNICAL EXPERIENCE

PERFECT FIT INDUSTRIES LLC.

Logistics Coordinator/Administrative Assistant/Group Leader **2013 -- 2016**

- Efficient, organized and detail-oriented
- Computer literate and proficient in Microsoft Office as well as company programs.
- Enthusiastic and eager to learn
- Resourceful, dependable and effective in multitasking
- Discreet and ethical
- Strong analytical and problem solving skills
- Proven leadership skills resulting in quality production and maintaining a positive work environment
- Able to maintain records, and perform other administrative duties
- Outstanding oral and written communication skills

Tasks Included: Scheduling and managing shipments; collaborating with third parties and ensuring company meets all necessary vendor guidelines as well as preparing corresponding billing documents.

CONNECTICUT MULTISPECIALTY GROUP

Accounting Assistant (Medical Billing) **2005 – 2009**

- Able to monitor and administer numerous customer accounts
- Investigate and resolve billing and account discrepancies
- Manage and resolve customer inquiries
- Ability to prioritize tasks and ensure projects are completed in a timely manner.
- Strong data entry skills

EDUCATION

SAINT JOSEPH COLLEGE, WEST HARTFORD, CT

Bachelor of Arts in International Studies (Magna Cum Laude) **May 2010**
Concentration: Economy, History and Polity

CITY UNIVERSITY, LONDON, UNITED KINGDOM

Study Abroad **May-July 2009**

TOOLS / SKILLS: Microsoft Office Suite: MS Word, MS PowerPoint, MS Excel and Other Programs
LANGUAGE: Proficient in Bosnian, German, and working knowledge of Spanish

Profile

- Diplomatic, successfully communicates with professionals and non-professionals at all levels
- Flexible and versatile, highly competent, demonstrated interpersonal and team-building skills
- Motivated self-starter with talent for quickly mastering technology
- Proven Advanced Microsoft Office applications skills
- Identifies priorities, overcomes objections and resolves issues at initial stages
- Effectively works in a fast paced environment and efficiently multitasks
- Demonstrated history of producing accurate, timely reports within demanding time frames

Skills Summary

Fluent Spanish/Portuguese	Front Desk Reception	Accounts Receivable
Marketing Communications	Customer Service	Reports/Presentations
Product Coordination	Website/Social Media	Radio Communication
Travel Arrangements	Report Binding	Office Equipment Service
Calendar Management	Correspondence	Supplies Management

Computer Skills

Microsoft Word, Excel, PowerPoint, Outlook, Access, Publisher, Adobe Acrobat, Flex PLM, QuickBooks, BranchNet, Sales Force. Prove-It: Excel= 100%, Word= 98.5%, Data Entry= 100%, 70 wpm speed

'rofessional :xperience

ADMINISTRATIVE/ORGANIZATION/PROBLEM SOLVING

- Accurately entered data and approved payment of invoices
- Managed filing system, payments, billing, contracts and customer information in QuickBooks
- Reserved conference rooms and set up catering for executive meetings
- Opened and closed service orders, scheduled service and delegated work to team members
- Maintained database, supply inventory, proofread, filed, copied, binding reports, scanned among other administrative duties

COMMUNICATION/REPORTS/PRESENTATIONS

- Prepared reports in Excel for top level management ensuring full compliance with tight deadlines
- Created PowerPoint presentations, wrote correspondence to customers and vendors
- Created meeting agendas and memos, email communications, step by step process documents
- Developed placement tests and supplementary teaching guides in Word and Power point
- Effectively communicated daily in written and verbal forms with vendors and cross functional teams

CUSTOMER SERVICE/MARKETING

- Performed front-office operations and provided excellent customer service in person and via phone
- Conducted customer interviews and guided tours, answered customer questions and placed sales calls
- Communicated verbally with customers to clarify work orders and followed up to ensure satisfaction
- Reviewed customer packages and answered questions about correct material submission
- Designed websites, social media pages, printed advertising flyers and wrote newspaper article
- Developed general email and social media marketing communications

PRODUCT COORDINATION

- Conducted meetings with suppliers to review capacity and bulk testing procedures
- Initiated weekly conference calls with global offices to track product status and brainstorm solutions to ensure timely delivery of products within demanding time frames
- Initiated, managed and coached status and costing reports to top and mid-level managers
- Developed and updated bill of materials, costing charts, color component sheets and tech packages
- Ordered yardage, organized and maintained sample fabric and trim library
- Attended fit sessions and collaborated with sourcing and material replacement for cost reduction
- Ordered samples, tracked, organized, packaged, reviewed for accuracy, transported and assisted with set up of samples for top level managers meetings
- Attended design and merchant meetings to capture product changes, updated database and communicated changes to vendors, global offices and cross functional team

nployment story

ADMINISTRATIVE ASSISTANT/RECEPTIONIST
Eagle Point Investment Advisors via WIA OJT, Bedford, NH (2013)

ASSISTANT TEAM SUPERVISOR
JLL & Philips Medical via Ajax, Andover, MA (2012)

FREELANCE MARKETING COORDINATOR
Dizete Lima Photography, Alterations by Lenice, Cleaning Specialists, Manchester, NH (2011)

PRODUCTION ASSISTANT
Ana Anna Lingerie, Manchester, NH (2010-2012)

MARKETING ASSISTANT
Wizard Language School, Manchester, NH (2007-2009)

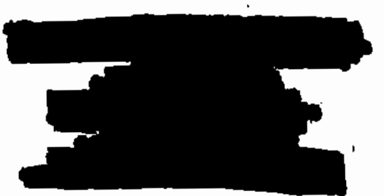
PRE-PRODUCTION COORDINATOR
Victoria's Secret Design/Limited Brands/Mast, New York, NY (2002-2007)

ADMINISTRATIVE ASSISTANT, ADMINISTRATIVE COORDINATOR
Office Team & Staffing Now, Boston, MA (1997-2002)

Education

Microsoft Office Applications & Quick Books Master Certificate, BSTI, Manchester, 2011
(Advanced Microsoft Word, Excel, Power Point, Outlook, Access and Quick Books)

Associate of Business, Ongoing, 2013



EDUCATION

Master of Science, Nutrition and Dietetics
Louisiana Tech University, Ruston, LA
August 2012

Dietetic Internship
Louisiana Tech University, Shreveport/Ruston, LA
May 2012

Bachelor of Science, Nutrition and Dietetics
Louisiana Tech University, Ruston, LA
May 2010

CREDENTIALS

Certified as Registered Dietitian by Commission on Dietetic Registration 2012-present
New Hampshire Dietetic Licensure 2013-present

RELEVANT EXPERIENCE

Registered Dietitian
Child Health Services at MCHC, Manchester, NH *January 2013- present*

- Practice as registered dietitian in a pediatric outpatient clinical setting
- Obtain referrals from physicians, nurse practitioners, and physician assistants on staff to address nutritional needs of patients ranging in age from infancy to young adulthood.
- Collaborate effectively with both medical and support staff to ensure highest quality of nutritional care is given to patients referred.
- Provide one-on-one nutrition assessments and interventions with patients and families tailored to patients' individualized needs.
- Document and bill nutrition encounters utilizing computerized medical records system.

SKILLS/ACCOMPLISHMENTS

Public Health Nutrition Planning

- Responsible for execution of 2-year grant provided to Child Health Services at MCHC by Anthem BlueCross BlueShield focusing on incorporation of healthy lifestyle changes to improve quality of life for patients and their families.
- Assist with connecting families to local WIC office (SNHS) for appointments, communicate infant and child feeding plans with assigned workers for families
- Taught class at Granite State Independent Living (Manchester, NH) to a group of 20 adolescents focusing on MyPlate, portion control, choosing in-season foods, holiday eating, and preparing easy, healthy recipes at home.

Public Relations/Communications

- Participated in National Dance Day Flash Mob at Veterans Park (Manchester, NH) as representative for Child Health Services
- Participated in National Night Out against Crime, One Day of Community, and school health fairs (Manchester, NH) as a representative for Child Health Services at MCHC

Computer

- Proficient in Microsoft Office
- Knowledge of CPS/EMR, MediTech System, EPIC, and Vista/CPRS; computerized medical records programs

PROFESSIONAL MEMBERSHIPS

- Academy of Nutrition/Dietetics 2008-present
- New Hampshire Dietetic Association 2013-present

MANCHESTER COMMUNITY HEALTH CENTER

1415 Elm Street • Manchester, NH 03101 • 603.626.9500

APPLICATION FOR EMPLOYMENT

Assistance in completing this form will be provided to anyone requesting it.
Manchester Community Health Center is an Equal Opportunity Employer in accordance with all applicable laws.

Application must be completed in full. Please Print.

PERSONAL INFORMATION

Position(s) applied for:	Date of Application:
Medical Assistant	7-14-2010

Last Name	First Name	Middle Int.
[redacted]	[redacted]	[redacted]
Mailing Address		
[redacted]		
City	State	Zip
[redacted]	[redacted]	[redacted]
Telephone Number	Social Security Number	
[redacted]	[redacted]	

How did you learn about us? ☐ Advertisement ☑ Friend ☐ Employee ______________ (employee's name)

Have you ever been employed here previously? ☐ No ☑ Yes If yes, when 1997 - 2004

AVAILABILITY

☑ Full-Time	☑ Part-Time	Expected Rate of Pay: $__________ ☐ Hourly ☐ Monthly ☐ Annually

IF YOU ARE APPLYING FOR PART-TIME WORK, PLEASE INDICATE HOURS OF AVAILABILITY BELOW:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
From ______	From ______	From ______	From ______	From ______	From ______
To ______	To ______	To ______	To ______	To ______	To ______

On what date will you be available for work? today

Are you under 18 years of age? ☐ Yes ☒ No

Can you legally work in the US? ☑ Yes *(Proof must be provided upon hire.)* ☐ No

EDUCATION

School	Address	Graduation	Degree	Major
High School Armwood Senior High	Seffner, FL	☑ Yes ☐ No	Diploma	
Technical/Business/Professional School NH Community Tech	1066 Front St. Manchester NH 03102	☑ Yes ☐ No Years completed 1 ½ 2 3 4	Diploma	
College/University		☐ Yes ☐ No Years completed 1 2 3 4		
Graduate School		☐ Yes ☐ No Years completed 1 2 3 4		
Honors, Awards, Etc.:				

Professional Registration/License/Accreditation:

State/Type:	Number (if applicable)	Expiration Date:
State/Type:	Number (if applicable)	Expiration Date:

EXPERIENCE

List most recent employer first.

Company/Employer: Martin's Point Medical Group, LLC	Employment Dates: 5/05 to 2/2010 (month/year to month/year)	Job Title: Final Wage/Salary $ 16.49/hr ☐ weekly ☐ monthly ☐ annually
Address [redacted]	Reason for Leaving	Duties Medical Assistant
City [redacted] State [redacted]	Name of Supervisor Dianne Newbury	Telephone Number [redacted]

Company/Employer: Lamprey Health Care	Employment Dates: 8/04 to 2/05 (month/year to month/year)	Job Title: Final Wage/Salary $ 14.00/hr ☐ weekly ☐ monthly ☐ annually
Address [redacted]	Reason for Leaving	Duties Medical Assistant
City [redacted] State [redacted] Zip [redacted]	Name of Supervisor	Telephone Number

Company/Employer: MCHC	Employment Dates: 11/97 to 6/04 (month/year to month/year)	Job Title: Final Wage/Salary $ 14.00/hr ☐ weekly ☐ monthly ☐ annually
Address [redacted]	Reason for Leaving moved out of the area	Duties Medical Asst.
City [redacted] State [redacted]	Name of Supervisor	Telephone Number [redacted]

MANCHESTER COMMUNITY HEALTH CENTER
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PERSONAL INFORMATION

Position(s) applied for:	Date of Application:
RN	9/14/16

Last Name	First Name	Middle Int.
[redacted]	[redacted]	[redacted]
Mailing Address [redacted]		
City [redacted]	State [redacted]	Zip [redacted]
Telephone Number [redacted]	Social Security Number [redacted]	

How did you learn about us? ☒ Advertisement ☐ Friend ☐ Employee ____________ (employee's name)

Have you ever been employed here previously? ☒ No ☐ Yes If yes, when ____________

AVAILABILITY

☒ Full-Time	☐ Part-Time	Expected Rate of Pay: $________ ☐ Hourly ☐ Monthly ☐ Annually

IF YOU ARE APPLYING FOR PART-TIME WORK, PLEASE INDICATE HOURS OF AVAILABILITY BELOW:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
From ______	From ______	From ______	From ______	From ______	From ______
To ______	To ______	To ______	To ______	To ______	To ______

On what date will you be available for work? as soon as possible

Are you under 18 years of age? ☐ Yes ☒ No

Can you legally work in the US? ☒ Yes *(Proof must be provided upon hire.)* ☐ No

EDUCATION

School	Address	Graduation	Degree	Major
High School Brewster Academy	wolfeboro nH	☒ Yes ☐ No	general	
Technical/Business/Professional School NHTI	Concord nH	☒ Yes ☐ No Years completed 1 2 (3) 4	assoc. in nursing	nursing
College/University mount Ida college	newton ma	☒ Yes ☐ No Years completed 1 (2) 3 4	assoc.	science
Graduate School		☐ Yes ☐ No Years completed 1 2 3 4		
Honors, Awards, Etc.:				

Professional Registration/License/Accreditation:

State/Type:	Number (if applicable)	Expiration Date:
N.H. Registered nurse	038573-21	11/16
State/Type:	Number (if applicable)	Expiration Date:

EXPERIENCE

List most recent employer first.

Company/Employer: concord pediatrics	Employment Dates: 10/06 to 7/16 (month/year to month/year)	Job Title: RN Final Wage/Salary $ 27.00 per hr ☐ weekly ☐ monthly ☐ annually
Address [redacted]	Reason for Leaving: let go - office decision	Duties phone triage, nurse visits, injections, immunizations, suture/staple removals
City State [redacted] Zip [redacted]	Name of Supervisor: Gloria Lee	Telephone Number [redacted]
Company/Employer: Dartmouth Hitchcock concord	Employment Dates: 3/99 to 8/06 (month/year to month/year)	Job Title: RN Final Wage/Salary $ 19.75/hr (?) ☐ weekly ☐ monthly ☐ annually
Address [redacted]	Reason for Leaving: moved on	Duties phone triage, injections appt. scheduling, assisting providers calling patients with results of testing
City [redacted] State [redacted] Zip [redacted]	Name of Supervisor: allyson mcGinn	Telephone Number [redacted]
Company/Employer:	Employment Dates: ______ to ______ (month/year to month/year)	Job Title: Final Wage/Salary $______ ☐ weekly ☐ monthly ☐ annually
Address	Reason for Leaving	Duties
City State Zip	Name of Supervisor	Telephone Number

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PERSONAL INFORMATION

Position(s) applied for:	Date of Application:
LPN	10/29/12

Last Name	First Name	Middle Int.
[redacted]	[redacted]	[redacted]
Mailing Address [redacted]		
City [redacted]	State [redacted]	Zip [redacted]
Telephone Number [redacted]	Social Security Number [redacted]	

How did you learn about us? ☒ Advertisement ☐ Friend ☐ Employee ______________ (employee's name)

Have you ever been employed here previously? ☒ No ☐ Yes If yes, when ______________

AVAILABILITY

☐ Full-Time	☐ Part-Time	Expected Rate of Pay: $__________ ☐ Hourly ☐ Monthly ☐ Annually

IF YOU ARE APPLYING FOR PART-TIME WORK, PLEASE INDICATE HOURS OF AVAILABILITY BELOW:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
From	7 am	7 am	7 am	7 am	7 am	7 am
To	6 pm	6 pm	6 pm	6 pm	6 pm	6 pm

On what date will you be available for work? 10/30/12

Are you under 18 years of age? ☐ Yes ☒ No

Can you legally work in the US? ☒ Yes *(Proof must be provided upon hire.)* ☐ No

EDUCATION

School	Address	Graduation	Degree	Major
High School Alvirne High	Hudson NH	☒ Yes ☐ No	Required	
Technical/Business/Professional School St. Joseph's school of Nursing	Nashua NH	☒ Yes ☐ No Years completed 1 (2) 3 4	Diploma	Practical Nursing
College/University		☐ Yes ☐ No Years completed 1 2 3 4		
Graduate School		☐ Yes ☐ No Years completed 1 2 3 4		
Honors, Awards, Etc.:				

Professional Registration/License/Accreditation:

State/Type:	Number (if applicable)	Expiration Date:
LPN / NH	PN-014325-22	03/15/2013
State/Type:	Number (if applicable)	Expiration Date:

EXPERIENCE

List most recent employer first.

Company/Employer: Monadnock Community Hospital	Employment Dates: 11/11/09 to 04/26/12 (month/year to month/year)	Job Title: LPN Final Wage/Salary $____ ☐ weekly ☐ monthly ☐ annually
Address [redacted]	Reason for Leaving	Duties
City [redacted] State [redacted] Zip [redacted]	Name of Supervisor [redacted]	Telephone Number [redacted]
Company/Employer: Good Shepherd Healthcare Center	Employment Dates: 06/2007 to 03/2011 (month/year to month/year)	Job Title: LPN Final Wage/Salary $____ ☐ weekly ☐ monthly ☐ annually
Address [redacted]	Reason for Leaving	Duties
City [redacted] State [redacted] Zip [redacted]	Name of Supervisor Maureen	Telephone Number [redacted]
Company/Employer:	Employment Dates: ____ to ____ (month/year to month/year)	Job Title: Final Wage/Salary $____ ☐ weekly ☐ monthly ☐ annually
Address	Reason for Leaving	Duties
City State Zip	Name of Supervisor	Telephone Number

MANCHESTER COMMUNITY HEALTH CENTER
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APPLICATION FOR EMPLOYMENT

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Application must be completed in full. Please Print.

PERSONAL INFORMATION

Position(s) applied for: Receptionist / front desk	Date of Application: 11-20-14

Last Name	First Name	Middle Int.
Mailing Address		
City	State	Zip
Telephone Number	Social Security Number	

How did you learn about us? ☒ Advertisement ☐ Friend ☐ Employee ____________ (employee's name)

Have you ever been employed here previously? ☒ No ☐ Yes If yes, when ____________

AVAILABILITY

☒ Full-Time	☐ Part-Time	Expected Rate of Pay: $ open /negotiable ☐ Hourly ☐ Monthly ☐ Annually

IF YOU ARE APPLYING FOR PART-TIME WORK, PLEASE INDICATE HOURS OF AVAILABILITY BELOW:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
From ______	From ______	From ______	From ______	From ______	From ______
To ______	To ______	To ______	To ______	To ______	To ______

On what date will you be available for work? ASAP

Are you under 18 years of age? ☒ Yes ☐ No

Can you legally work in the US? ☑ Yes *(Proof must be provided upon hire.)* ☐ No

EDUCATION

School	Address	Graduation	Degree	Major
High School Manchester west High		☐ Yes ☐ No		
Technical/Business/Professional School		☐ Yes ☐ No Years completed 1 2 3 4		
College/University		☐ Yes ☐ No Years completed 1 2 3 4		
Graduate School		☐ Yes ☐ No Years completed 1 2 3 4		
Honors, Awards, Etc.:				

Professional Registration/License/Accreditation:

State/Type:	Number (if applicable)	Expiration Date:
State/Type:	Number (if applicable)	Expiration Date:

EXPERIENCE

List most recent employer first.

Company/Employer: Hanover Hill Health Care center	Employment Dates: 8 / 13 to ______ month/year month/year	Job Title: Final Wage/Salary $ 10 . 75 ☐ weekly ☐ monthly ☐ annually
Address [redacted]	Reason for Leaving	Duties LNA
City [redacted] State [redacted]	Name of Supervisor [redacted]	Telephone Number [redacted]
Company/Employer: Manchester country club	Employment Dates: 11 / 2008 to 01 / 2013 month/year month/year	Job Title: Final Wage/Salary $ 13.00 ☐ weekly ☐ monthly ☐ annually
Address [redacted]	Reason for Leaving Lay off / lack of work	Duties Answering the phone greeting people. Help in accounting
City [redacted] State [redacted] Zip [redacted]	Name of Supervisor [redacted]	Telephone Number [redacted]
Company/Employer:	Employment Dates: ______ to ______ month/year month/year	Job Title: Final Wage/Salary $______ ☐ weekly ☐ monthly ☐ annually
Address	Reason for Leaving	Duties
City State Zip	Name of Supervisor	Telephone Number

EDUCATION

1988	Medical school	Zvornik,Bosnia
	❖ **Diploma**	
1999	CNA	Manchester NH
	❖ License **020305-24**	Expires **07/01/2003**
2001	Phlebotomy course	Manchester NH
	❖ **Phlebotomist**	

PROFESSIONAL EXPERIENCE

	1988 - 1999	Hospital	Bosnia
		❖ **Nurse**	
6 mos.	1999 - 2000	Maple Leaf	Manchester NH
		❖ **CNA**	
	2000 - 2001	St.Teresa's Manor	Manchester NH
		❖ **CNA**	

I have a lot of experience on medical field. I am a good worker. Please fill free to contact any of these employers that I worked with for any questions regarding to my work and other issues you may have.

Thank you,

Wednesday, July 18, 2001

OBJECTIVE: To provide quality social services and educational tools to empower children and families

EDUCATION:

New Hampshire Community Technical College
15 Early Childhood Education Credits

University of New Hampshire, Durham, NH
Bachelor of Science: Child and Family Studies- May 2001

University of New Hampshire, Durham, NH
Bachelor of Science: Nursing- May 1999

- Clinical Experience in mental health, community health, med/surg, labor and delivery and oncology nursing
- Obtained registered nurse license in August 1999

WORK EXPERIENCE:

KinderCare Learning Center, Merrimack, NH
Pre-Kindergarten Teacher March 2005-Present

- Responsible for implementing and supplementing curriculum to encourage and challenge multi-age children
- Responsible for daily classroom management and parent communication
- Oversee the Kelsey's Learning Adventures and ABC Music and Me programs as the program leader

VNA Child Care Center, Manchester, NH
Lead Kindergarten Teacher January 2001-December 2005
Associate Kindergarten Teacher September 2001-December 2001

- Educated children of varying cognitive levels and physical abilities by planning and implementing curriculum.
- Positively motivated children with varying behavioral and emotional challenges to become enthusiastic members of the classroom environment.
- Encouraged creativity and arts exploration through various classroom activities.
- Served as classroom representative for IEP and various testing result meetings.

- Increased awareness of health and social support networks by referring families in need to nurse/family resource coordinator.

Families First of The Greater Seacoast, Portsmouth, NH
Family and Child Studies Student Intern September 2000- May 2001

- Enhanced parental knowledge of child growth and development by aiding in the organization of a Babytime parenting group.
- Responsible for the child care for the Single Parents Support Group.
- Provided post partum support and infant development education through home-visiting for three months to one area mother.
- Shadowed prenatal post partum home visitor for entire course of study.

OBJECTIVE

Obtain a nursing position within your organization which I will be able to express my confidence in the nursing skills and knowledge I possess, in addition to my knowledge of computers, communication, management/leadership, and organizational skills along with the ability to interact with staff, client and family.

NH Nursing License
BLS Certification

EDUCATION

Associates Degree in Science of Nursing — **Graduated April 25, 2015**
St. Joseph School of Nursing

- Major: Nursing
- Related Coursework: Pharmacology, Advanced Health Caring Concepts, Psychology, Sociology, Lifespan and Development, with Ethics and Leadership/Management.

2006
Northern Essex Community College
Graduate with Certificate in Computer Applications

1996
St Joseph School of Nursing
Diploma in Practical Nursing

- Major: Nursing
- Related Coursework: Pharmacology, Health Caring Concepts, Psychology, Sociology, Lifespan and Development, with Ethics.

EXPERIENCE

Clinical Staff Nurse
Manchester Community Health Center
April 22, 2007 - Present

- Responsible for answering all incoming patient calls concerning medication refills, same day appointment, diagnostic results, process referrals to specialty offices and calls from other medical facilities.
- Responsible for all Fetal Non Stress Test performed within the office on prenatal patients, set up of bedside Ultrasounds performed on prenatal patient. Scheduling diagnostic testing to be done by Maternal Fetal Medicine for prenatal patient as ordered.
- Managing vaccine supply and storage, medical supplies, all expiration dates of product in office, and up keep of Nursing Station and Emergency Kit
- Autoclaving, Point of Care Testing, Quality Control of all Point of Care Testing devices, and educating of staff on how to perform Point of Care testing.

Triage Nurse/Clinical Liaison/Clinical Leader
Elliot Physician Network
April 2005-03/2006

- Responsibilities consisted of triaging all incoming patient calls.
- Vaccine Manager (ordering and maintaining vaccine supply and expiration dates)
- Listen to and translate dictated notes from providers.
- Daily opening and closing responsibilities of provider rooms and Nurses Station.

Staff Nurse
Dartmouth Hitchcock Medical Center Manchester NH
October 2003 - 4/2005

- Responsibilities for patient flow for doctor.
- Administer medications as ordered
- Cleaning and autoclaving instruments.
- Perform all nursing visits.
- Cross trained to check in patients at front desk.

Correctional Nurse/Alternate Contract Manager

Prime Care Medical/Rockingham County Jail
March 2001 - 10/2003

- Responsibilities for passing medication to all inmates, along with their treatments.
- Responsible for all inmate medical assessment intakes.
- Interviewing, training staff, and billing for infirmary
- Assist doctor with seeing inmates during sick call.

VOLUNTEER EXPERIENCE

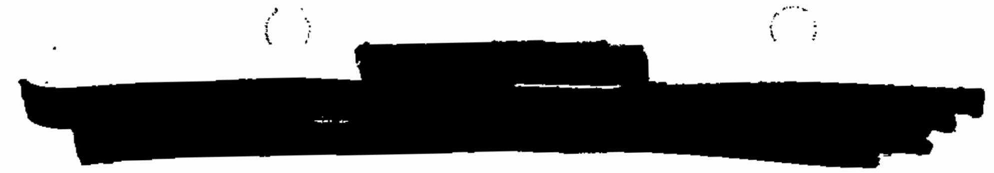
- Volunteer at Manchester Food Bank
  2012-2014

  Responsibilities include gathering and creating food packages for participating families to pick up at JFK Coliseum site

PROFESSIONAL ORGANIZATION

- National Student of Nursing Association (NSNA) 2014-2015

REFERENCES UPON REQUEST



OBJECTIVE

Seeking a responsible and challenging position that will utilize my skills as well as give me the opportunity to expand and acquire new skills within the company.

EXPERIENCE

09/2002-11/02 Nashua School District SAU #42 Nashua, NH

SPED Secretary

Provide secretarial support to the SpecialEd Department. My responsibilities consist of Data entry, filing, run reports for Director, mail out compliance letters, Update OOD roster and distribute updates. Maintain balance of the yearly Special Ed budget. Match incoming invoices to be paid give to accounting. Send out memos to all schools to request case management. Send go-back sheets to the teachers for Spedis corrections.

01/2002-09/2002 New Hampshire Legal Assistance Manchester, NH

FHP / Intake Coordinator, Administrative Assistant

Provide secretarial administrative support to the FHP team as well as participate in FHP case reviews. Handle all FH intakes. Attend conferences sponsored by HUD Northeast Regional office. My duties also include pend / distribute & re-file case folders, Greet visitors / clients, Interview potential clients & determine whether eligible for area, case type & income via phone or walk-in, Refer to other agencies, Answer Phone, monitor voice mail & field calls to advocates and/or callbacks, Process /sort mail, Transcribe/type letter, memos, Legal docs from Dictaphone or longhand notes, Copy documents, Translate written materials (English to Spanish) Interpret for Spanish-speaking clients in office & court, Open files, promptly; process closed files; closed intakes, prepare conflict reports and fax to other Branch offices. Copy materials for advocates, Monitor ,order pamphlet supply, File all FHP materials, Courier services to other offices & courts, Assist with miscellaneous task.

09/2001-01/2002 Manchester Comm. Health Center Manchester, NH

Spanish Interpreter

Provide direct services of translation of information (i.e., verbal or written adequately and accurately to clients. Assist clients to obtain necessary information from other agencies. Provide necessary coverage for Spanish/English translation. Translate documents from (English to Spanish) Demonstrate sensitivity to the cultural diversity of population being served. Increase quality of access to health care for minorities by assisting the Health Educator in evaluating culturally appropriate health education materials. Extra duties helping front desk (i.e. Patient accounts, scheduling appt, re-scheduling, canceling, data entry, answer phone etc.,)

03/2001-04/2001 eGCS / Innovative Telecom Nashua, NH

Office Manager

Work directly for the CEO, Issue Pagers/ Mobile phones to employees that require the tool. Deal with company vendors on a daily basis. Purchased company products for internal use. Suggested ways to improve cost reduction. Transcribe prompts, set up payroll for week endings. Make travel and lodging arrangements for onsite employees as well as for visiting clients. Assisted Human Resource manager on a daily basis; Filing, Answer phones.

06/2000-03/2001 eGCS / InnovativeTelecom Nashua, NH

Program Manager

Implementation and development of the Prepaid Post paid and Pos Phone Card Services transaction, processing for major local providers consuming ten to 30 million minutes a month. Dealing with clients on a daily basis regarding new software and hardware enhancements for their services, product releases, technical issues, billing issues, matrix, and reporting contract agreements.

Distributing product implementation to several departments (i.e. Engineering, MIS, Customer Service, and Tech Support). Responsible for monthly account Matrix presentations. Assisting Account Manager on master planning for account evaluations, expansions and migrations. Maintaining accurate spreadsheets containing product information. Created an implementation process that increased programs releases deadline 100%. Required to assist on client's weekly conference calls as well as departmental meetings.

06/1999-06/2000 eGCS / Innovative Telecom Nashua, NH

Administrative Manager/Marketing

Maintained and updated Standard Service Descriptions (SSDs) (including call flows), User Manuals, and feature sets including updates based upon ongoing service revisions and enhancements. Maintained revision Directory and Service Archive. Ensured accessibility to Revision Directory for Program Management and Product Management. Provided current copies, as needed to remote Sales and Account Management. Assisted in testing new Standard Service Offerings, and in testing revisions and enhancements to existing Service Offerings; document findings. Order Business cards, Translate required documents to Spanish.

06/1997-06/1999 Innovative Telecom Nashua, NH

Account Specialist

Specialized on one specific account, Maintained books, Account Payables/Receivables and Aging Reports. Approved Credit line increases on Retailers as well as declining any orders for collection issues/ fraud etc. Graduated from CORE CORRICULUM

04/1995-06/1997 Innovative Telecom Nashua, NH

Administrative Assistant

In charge of order entry for designated client(s). Entered over 50+ orders a day in Macola. Informed designated client of order increase, pass due accounts, new retailers as well as new hires.

10/1994-04/1995 Innovative Telecom Nashua, NH

Customer Service Representative

Responsible in providing maximum satisfaction to Customer issues. Maintain full knowledge of all queues. Desk side coaching evaluation for better Quality Customer Service. Receiving outbound calls from customers encountering problems with their pre-paid calling card as well as any customer issue.

EDUCATION

September 2002 - present **Manchester, NH**

Manchester Community Tech College

Medical Interpretation Course

February 1998 **Nashua, NH**

Adult Learning Center

Typing and Keyboarding

October1997 **Nashua, NH**

NH Technical College

Computer classes (i.e. Microsoft Word, Office, Excel, PowerPoint, Visio)

June1988 **Brooklyn, NY**

High School - Bushwick High School

REFERENCE:

Furnished upon request.

left msg 6/9/03

Objective: To obtain employment with a progressive organization where my administrative skills will be utilized and enhanced for the benefit of the community.

Experience:

Cornell University Cooperative Extension — 16East 34 Street,8th floor Manhattan NY 10016

Community Educator
03/99 to 01/03

-Worked as a integral member of the nutrition and health area, assisted in the development and implementation of group and home based nutrition, parenting and health education programs targeted to pregnant and parenting adolescents and families living in Brooklyn NY.
-Taught program participants, trained and supervised volunteers and to implement program and activities.
-Initiated and serve as the day liaison with other agency staff.
-Teach nutrition and fitness to youth groups.
-Initiated agency contact and recruited participants.
-Participated in the development of material needed to implement program.

Cornell University Cooperative Extension — 16 East34 Street,8th floor Manhattan NY10016

Community Educator Assistant
06/98 to 03/99

-Assisted community educator in all aspects of nutrition and health.
-Provided nutrition and food safety information at WIC centers.
-Encouraged the use of farmers market coupons.
-Responsible for all aspects of planning and preparation of recipe to promote the use of fresh fruits and vegetables at WIC and farmers market sites.
-Administrated dietary intakes to CSP program participants.
-Supported CSP outreach efforts.

Golden Krust Patties — Queens NY
Chefs Assistant — 11/98 to 03/99
-Performed cashier duties as needed.
-Monitored food safety practices related to the operation.
-Assisted the chef with food preparation,storage and service.

C- town Supermarket — Queens NY
Bookkeeper/Cashier — 08/88 to 03/94

-Responsible for any incoming money.
-Responsible for conducting merchandise inventory
-Cashier,monitor phone data entry.
-General clerical duties,filing typing,spanish translation.

Education: Francisco Rodriquez Lopez High School — Puerto Rico
High School Diploma — 1987

Cornell University Cooperative Extension — 16 East 34 Street Manhattan NY10016
Certificate Nutrition And Health
1998

References: Available upon request

SUMMARY of QUALIFICATIONS

Multi-faceted efficient & reliable professional with 9 years of experience. Proficient in industry-specific office software. Diversified skill sets covering administrative support and client relation.

CORE STRENGTHS

Bilingual Spanish/English	Attention to detail	Team player
Ability to multi-task	Excellent Communication skills	

PROFESSIONAL EXPERIENCE

CignaHealth Care, Hooksett, NH 2005 - 2013
General Clerk Entry

- Maintain provider contract file.
- Verified for accuracy contract information on Microsoft Excel.
- Eliminated outdated records by sending the records to Iron Mountain.
- Verified and logged in deadlines for responding to daily inquiries.
- Successfully established effective systems for record retention by creating database for daily correspondence tracking.
- Developed and created a more effective filing system to accelerate paperwork process
- Utilized two computer program (Echosign and Iview to support and maintain provider contract.
- Maintain Ancillary contract in sharepoint website.
- Pulled and verify physician's contracts.
- Faxed and mailed contracts to physician's offices.
- Perform data entry in EtQs (Electronic Tracking and Quality System)
- Order office supplies and maintain standard office equipment.

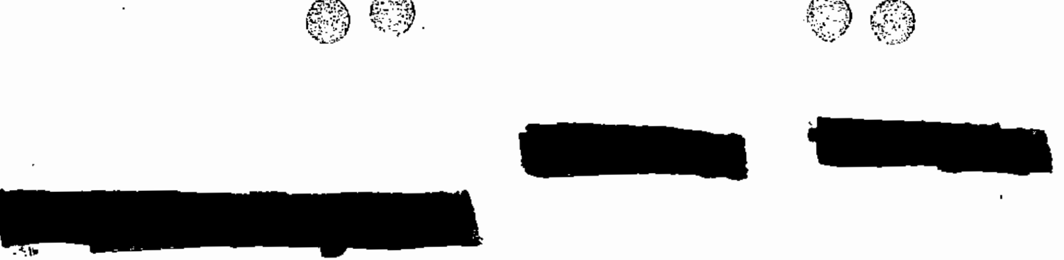
Callogix, Manchester, NH 03/2002 - 04/2005
Customer Service Representative

- Export required customer information between advance computer systems. Including credit card purchase, addresses and product information.
- Upsell and cross-sell items using specialize scripts.
- Offer customers various ordering and shipping options.
- Make conference reservation for customer.
- Answering customer question over the phone about products and services.
- Resolving product or service problems by clarifying the customer's needs.

EDUCATION

HISET - High School Equivalency Test: Manchester School of Technology 2014

HIPPA Seminar - Certificate of Completion:
Manchester Community Resource Center 2002



Objective Provide nutrition and breastfeeding education to the public as an active member of a health care team via quality counseling skills.

Work experience

[2002-present] Southern NH Services WIC Program
Manchester, NH

Breastfeeding Coordinator/ Lactation Consultant/Nutritionist

- Oversee Breastfeeding Peer Counselor support program
- Offer monthly breastfeeding support groups for prenatal women.
- Network with local hospital/community breastfeeding advocates to facilitate breastfeeding support services
- Organize annual World Breastfeeding Day events
- Offer quality nutritional and breastfeeding education services.

[2002-present] Manchester Community Health Center
Manchester, NH

Nutritionist

* Offer counseling and support services of diabetic, hyperlipidemia, prenatals and weight loss patients.
* Provide individual follow up care as needed.
* Referrals to community service programs.

[1998-1999] PCHC WIC Program
Providence, RI

Program Nutritionist/Lactation Consultant

- Provide continuity of care via breastfeeding counseling support services for nursing women.
- Supervision of Program Assistant staff.
- Asses nutritional needs of mothers, infants and children of all cultures.

[1993-1998] Taunton/Attleboro WIC Program
Taunton, MA

WIC Nutritionist/Breastfeeding Coordinator

- Conduct nutrition assessment and certification of WIC Clients.
- \production of monthly newsletter.
- Coordinator of monthly breastfeeding support groups.

Education	[1988-1992]	University of Rhode Island	Kingston, RI
	▫ B.A.., Food Science and Nutrition		

Accreditations LDN- Licensed Dietitian Nutritionist 1994

IBCLC- International Board Certified Lactation Consultant 1995.

OBJECTIVE: To enter the field of Diabetic education as an instructor.

EDUCATION:

Springfield College — 1991
BS Degree in Human Services

New Hampshire Technical Institute — 1973
AS Degree Nursing, RN

Moore General Hospital of Practical Nursing — 1970
LPN Degree

WORK EXPERIENCE:

Manchester Community Health Center — 1998-present
Women's Wellness Coordinator

Responsible for implementation of a Breast and Cervical Cancer Program For indigent women. Breast and Cervical education to patients. Coordination of enrollment and scheduling of patients. Case Management of all patients.

Manchester Community Health Center — 1999-present
Health Education Instructor

Responsible for Diabetic Education and various other diseases. Maintaining patient and staff education bulletin boards.

Concord Hospital — 1991-1995
Program Coordinator

Responsible for implementation of Health Fast Program, including Marketing of program to doctor's offices, development of public relations Materials, coordination of scheduling and processing of payroll.

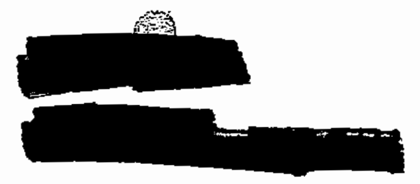
Concord Hospital — 1995-1998
Clinical Nurse

Monitored patients wellness through blood draws, EKG's,and health histories. Taught classes in healthy lifestyles, focusing on environmental control, exercise and proper nutrition.

Elliot Hospital — 1989-1991
Psychiatric Nurse
Lake Shore Hospital — 1986-1990
Psychiatric Nurse

Worked as staff nurse and assisted in group therapies.

	Bel-Air Nursing Home Director of Nurses	1979-1981
	Certified to train patients with the Insulin Nova Pen New Hampshire Celebrates Wellness Committee	2000-present 1996-present
RELATED EXPERIENCE	Versatile in nursing field as well as business. Experienced in budgeting and program initiation. Enjoy expanding personal knowledge and working skills.	
INTERESTS:	Church activities, local library support, walking and travel.	
REFERENCES:	Available upon request.	



CAREER OBJECTIVE

To work full-time with a professional team that offers benefits and room for professional advancement.

SKILLS

- Excellent communication skills, especially in cross-cultural settings
- Extensive Translating Experience
- Fluent in English and Arabic, speak some Spanish
- MS Office Suite, Adobe Photoshop
- Excellent at multitasking under pressure

RELEVANT EXPERIENCE

Geographical Researcher, NOKIA (*The Telecommunications Corporation*) — United State
July 2012 – Till Now (Online Employment)

Personal Care Service Provider (PCSP), Regency Nursing Care, LLC — Manchester, NH, USA
August 2010 – Till Now

Executive Secretary, The Independent Electoral Commission of Iraq — Amman, Jordan
2005-2006

- In conjunction with Deputy Director, staffed and organized the absentee voting offices for Iraqi Parliamentary elections throughout the world
- Ensured the safe passage of sensitive voting data and correspondence between voting centers worldwide
- Translated documents from Arabic – English and English – Arabic as necessary

Accountant, Bank of Baghdad, Head Quarters — Baghdad, Iraq
October 1999—September 2001

- Supervised Payroll for HQ using Foxpro software
- Trained new branch accountants on payroll administration
- Tracked all payments to contractors etc.
- Balanced HQ's finances and combined the data with balances from each branch

Table Supervisor/Data Entry Clerk, International Organization for Migration — Amman, Jordan
2005

- Supervised a staff of 5 to ensure the proper tabulation of absentee voting of Iraqi Parliamentary Elections
- Responsible for faithfully counting and transmitting sensitive voting data

Free Lance/Accountant, E.M.I.T. Co. (Ercole Marelli Impianti Tecnologici S.p.A.) — Amman, Jordan
March 2004—May 2004

- As a Free Lance Translator (English to Arabic – Arabic to English)
- Personal accountant to the project's director

Freelance Translator, Zepter International — Amman, Jordan
July 2003—December 2005

- Translated catalogues and technical manuals for Zepter's products from English to Arabic
- Translated training manuals to teach agents to sell Zepter's products

EDUCATION

B.Sc.: Computer Science, Al-Mustansiriya University, College of Education *1999* — Baghdad, Iraq

References Available Upon Request

Manchester Community Health Center
Key Personnel
SFY 2018 (April 1, 2018 – June 30, 2018)

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
		these amounts are prorated for the fiscal year referenced above		
Groleau, Christine	Care Coordination Manager	14,658.80	100%	14,658.80
Conneally, Barbara	Diabetic Educator	16,267.42	47%	7,705.62
Ibrahimovic, Rahima	Immunization Coordinator	9,947.60	100%	9,947.60
Ramic, Nihada	Interpreter	3,731.00	100%	3,731.00
Soares, Luciana	Interpreter	7,560.80	100%	7,560.80
Yaseen, Hamsa	Interpreter	3,780.40	100%	3,780.40
Corniell, Vivian	Medicaid Outreach & Enrollment Coordinator	9,474.40	50%	4,737.20
Nieves, Tammy	Medication Assistant & Refill Coordinator	8,793.20	50%	4,396.60
Fossum, Kristin	Nurse	14,892.80	53%	7,818.72
Gleason, Judi	Nurse	14,320.80	25%	3,580.20
Bryant, Sandra	Nutritionist	11,910.08	100%	11,910.08
Macek, Caralyn	Nutritionist	10,194.60	100%	10,194.60
Echeverria, Olimpia	Patient Intake	5,811.00	100%	5,811.00
Eisenhauer, Anna	Prenatal Program Case Coordinator	15,402.40	100%	15,402.40
	Total:	146,745.30		111,235.02

Manchester Community Health Center
Key Personnel
SFY 2019 (July 1, 2018 – June 30, 2019)

Name	Job Title		Salary	% Paid from this Contract	Amount Paid from this Contract
Groleau, Christine	Care Coordination Manager		59,807.90	100%	59,807.90
Conneally, Barbara	Diabetic Educator		66,371.07	47%	31,438.93
Ibrahimovic, Rahima	Immunization Coordinator		40,586.21	100%	40,586.21
Ramic, Nihada	Interpreter		15,222.48	100%	15,222.48
Soares, Luciana	Interpreter		30,848.06	100%	30,848.06
Yaseen, Hamsa	Interpreter		15,424.03	100%	15,424.03
Corniell, Vivian	Medicaid Outreach & Enrollment Coordinator		38,655.55	50%	19,327.78
Nieves, Tammy	Medication Assistant & Refill Coordinator		35,876.26	50%	17,938.13
Fossum, Kristin	Nurse		60,762.62	43%	25,824.12
Gleason, Judi	Nurse		58,428.86	20%	11,831.84
Bryant, Sandra	Nutritionist		48,593.13	100%	48,593.13
Macek, Caralyn	Nutritionist		41,593.97	100%	41,593.97
Echeverria, Olimpia	Patient Intake		23,708.88	100%	23,708.88
Eisenhauer, Anna	Prenatal Program Case Coordinator		62,841.79	100%	62,841.79
		Total:	598,720.82		444,987.25

***Due to budgeting for a 2% COLA/merit increase, the % paid from this contract will differ from FY18.*

Manchester Community Health Center
Key Personnel
SFY 2020 (July 1, 2019 – March 31, 2020)

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
			these amounts are prorated for the fiscal year referenced above	
Groleau, Christine	Care Coordination Manager	45,753.05	100%	45,753.05
Conneally, Barbara	Diabetic Educator	50,773.87	47%	24,050.78
Ibrahimovic, Rahima	Immunization Coordinator	31,048.45	100%	31,048.45
Ramic, Nihada	Interpreter	11,645.20	100%	11,645.20
Soares, Luciana	Interpreter	23,598.77	100%	23,598.77
Yaseen, Hamsa	Interpreter	11,799.38	100%	11,799.38
Corniell, Vivian	Medicaid Outreach & Enrollment Coordinator	29,571.50	50%	14,785.75
Nieves, Tammy	Medication Assistant & Refill Coordinator	27,445.34	50%	13,722.67
Fossum, Kristin	Nurse	46,483.41	33%	15,107.11
Gleason, Judi	Nurse	44,698.08	16%	7,039.95
Bryant, Sandra	Nutritionist	37,173.74	100%	37,173.74
Macek, Caralyn	Nutritionist	31,819.39	100%	31,819.39
Echeverria, Olimpia	Patient Intake	18,137.29	100%	18,137.29
Eisenhauer, Anna	Prenatal Program Case Coordinator	48,073.97	100%	48,073.97
	Total:	458,021.43		333,755.49

***Due to budgeting for a 2% COLA/merit increase, the % paid from this contract will differ from FY19.*

FORM NUMBER P-37 (version 5/8/15)

Subject: Primary Care Services (RFP-2018-DPHS-15-PRIMA)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Mid-State Health Center		1.4 Contractor Address 101 Boulder Point Drive, Suite 1, Plymouth, NH 03264	
1.5 Contractor Phone Number 603-536-4000	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $306,570
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Sharon Beaty		1.12 Name and Title of Contractor Signatory Sharon Beaty	
1.13 Acknowledgement: State of New Hampshire, County of Grafton On 3-27-2018, 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] Jean A. Monroe Exp April 9, 2019			
1.13.2 Name and Title of Notary or Justice of the Peace Jean A Monroe			
1.14 State Agency Signature Date: 4/26/18		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 5/22/18			
1.18 Approval by the Governor and Executive Council *(if applicable)* By: On:			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials [illegible]
Date 3-27-18

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. **Primary Care Services**

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of

improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. Definitions

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. MCHS PRIMARY CARE PERFORMANCE MEASURES

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

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2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

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2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

2.5.1.2. Age 18 through 64 BMI ≥ 18.5 and < 25

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2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

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recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. At Risk Population: Hypertension

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

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2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are

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enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

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Exhibit A-2 – Report Timing Requirements

1.1. **Primary Care Services Reporting Requirements**

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2. **Annual Reports**

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each

Contractor Initials: SB
Date: 3-27-18

identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year;

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1. Primary Care Services Measure Data Trend Table (DTT), due on;

1.3.1.1. July 31, 2018 (measurement period July 1– June 30) and;

1.3.1.2. January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF);

1.4.1.1. Due on April 30, July 31, October 31 and January 31

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Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:
   - 4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.
   - 4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.
     - 4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.
     - 4.2.2. Onsite reviews may be required.
   - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
   - 4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

     Financial Administrator

     Department of Health and Human Services

     Division of Public Health

     29 Hazen Dr.

     Concord, NH 03301

Exhibit B

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Mid-State Health Center

Budget Request for: Primary Care
(Name of RFP)

Budget Period: April 1, 2018 - June 30, 2018 (State Fiscal Year 2018)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 376,088.70	$ -	$ 376,088.70	$ 348,218.70	$ -	$ 348,218.70	$ 27,870.00	$ -	$ 27,870.00
2. Employee Benefits	$ 94,022.18	$ -	$ 94,022.18	$ 87,054.18	$ -	$ 87,054.18	$ 6,968.00	$ -	$ 6,968.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ 424,563.12	$ 424,563.12	$ -	$ 421,080.12	$ 421,080.12	$ -	$ 3,483.00	$ 3,483.00
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):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 470,110.88	$ 424,563.12	$ 894,674.00	$ 435,272.87	$ 421,080.12	$ 856,352.99	$ 34,838.00	$ 3,483.00	$ 38,321.00

Indirect As A Percent of Direct 90.3%

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: Mid-State Health Center

Budget Request for: Primary Care Services

Budget Period: July 1, 2018 - June 30, 2019 (State Fiscal Year 2019)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 1,504,354.80	$ -	$ 1,504,354.80	$ 1,392,874.80	$ -	$ 1,392,874.80	$ 111,480.00	$ -	$ 111,480.00
2. Employee Benefits	$ 376,088.70	$ -	$ 376,088.70	$ 348,218.70	$ -	$ 348,218.70	$ 27,870.00	$ -	$ 27,870.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ 435,015.12	$ 435,015.12	$ -	$ 421,080.12	$ 421,080.12	$ -	$ 13,935.00	$ 13,935.00
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):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 1,880,443.50	$ 435,015.12	$ 2,315,458.62	$ 1,741,093.50	$ 421,080.12	$ 2,162,173.62	$ 139,350.00	$ 13,935.00	$ 153,285.00

Indirect As A Percent of Direct 23.1%

Contractor's Initials SB

Date 3-27-18

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder/Program Name: Mid-State Health Center

Budget Request for: Primary Care Services

Budget Period: July 1, 2019 - April 30, 2020 (State Fiscal Year 2020)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 1,128,266.10	$ -	$ 1,128,266.10	$ 1,044,655.10	$ -	$ 1,044,655.10	$ 83,611.00	$ -	$ 83,611.00
2. Employee Benefits	$ 282,066.53	$ -	$ 282,066.53	$ 261,164.53	$ -	$ 261,164.53	$ 20,902.00	$ -	$ 20,902.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ 431,531.12	$ 431,531.12	$ -	$ 421,060.12	$ 421,080.12	$ -	$ 10,451.00	$ 10,451.00
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):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Development	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
SBIRT Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 1,410,332.63	$ 431,531.12	$ 1,841,863.75	$ 1,305,819.62	$ 421,080.12	$ 1,726,899.74	$ 104,513.00	$ 10,451.00	$ 114,964.00

Indirect As A Percent of Direct 30.6%

Contractor's Initials SB

Date 3-27-19

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name: Mid-State Health Center

3-27-18
Date

[signature]
Name: Sharon Beaty
Title: CEO

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: Mid-State Health Center

3-27-18
Date

Sharon Beaty
Name: Sharon Beaty
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials SB
Date 3-27-16

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Mid-State Health Center

3-27-18
Date

Sharon Beaty
Name: Sharon Beaty
Title: CEO

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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: Mid-State Health Center

3-27-18
Date

Sharon Beaty
Name: Sharon Beaty
Title: CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Mid-State Health Center

3-27-18
Date

Name: Sharon Beaty
Title: CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "<u>Required by Law</u>" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "<u>Secretary</u>" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "<u>Security Rule</u>" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. <u>"Unsecured Protected Health Information"</u> means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. <u>Other Definitions</u> - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **<u>Business Associate Use and Disclosure of Protected Health Information.</u>**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) <u>Obligations and Activities of Business Associate</u>.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Contractor Initials SD

Date 3-27-18

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Mid-State Health Center
The State	Name of the Contractor
[signature]	[signature]
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Sharon Beaty
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	CEO
Title of Authorized Representative	Title of Authorized Representative
4/26/18	3-27-18
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Mid-State Health Center

3-27-18
Date

Sharon Beaty
Name: Sharon Beaty
Title: CEO

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 109385625

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO ______ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   ______ NO ______ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: ______________ Amount: ______________

   Name: ______________ Amount: ______________

   Name: ______________ Amount: ______________

   Name: ______________ Amount: ______________

   Name: ______________ Amount: ______________

Contractor Initials SB

Date 3-22-18

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or

consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not

use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the

scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

b. safeguard this information at all times.

c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact program and policy:
   (Insert Office or Program Name)
   (Insert Title)
   DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:
   DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:
   DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:
   DHHSInformationSecurityOffice@dhhs.nh.gov

E. DHHS contact for Breach notifications:
   DHHSInformationSecurityOffice@dhhs.nh.gov
   DHHSPrivacy.Officer@dhhs.nh.gov

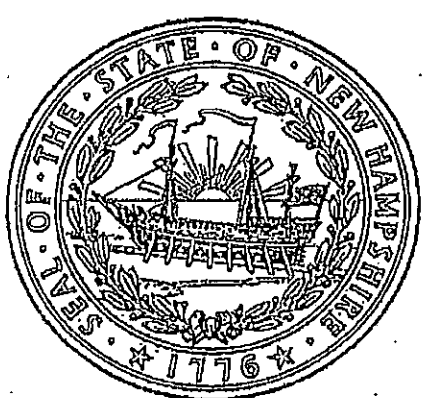
State of New Hampshire

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 registered to transact business in New Hampshire on January 09, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 285492



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of April A.D. 2017.

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	MID-STATE HEALTH CENTER	Business ID:	285492
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	01/09/1998	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	01/09/1998		
Principal Office Address:	101 Boulder Point Drive, Suite 1, Plymouth, NH, 03264, USA	Mailing Address:	101 Boulder Point Drive, Suite 1, Plymouth, 03264, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2010
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	sbeaty@midstatehealth.org	Phone #:	603-536-3890
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode

No records to view.

Registered Agent Information

Name:	Not Available
Registered Office Address:	Not Available
Registered Mailing Address:	Not Available

(/online/Home/) Back to Home (/online)

CERTIFICATE OF VOTE/AUTHORITY

I, Robert MacLeod, of Mid-State Health Center, do hereby certify that:

1. I am the duly elected President 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.

3. I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effective as of March 27, 2018.

4. Sharon Beaty is the duly appointed Chief Executive Officer of the Corporation. Robert MacLeod is the duly elected Board President of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of Mid-State Health Center on this, the 27 day of March, 2018.

Robert MacLeod

Robert MacLeod, President

STATE OF New Hampshire
COUNTY OF Grafton

The foregoing instrument was acknowledged before me this 27 day of March, 2018 by Jean Monroe.

Jean A. Monroe

Notary Public/Justice of the Peace

My Commission Expires: Exp 9, 2019

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/19/18

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	
1494 Newman Avenue Seekonk, MA 02771	CONTACT NAME: PHONE (A/C, No, Ext): (508) 761-7755 FAX (A/C, No): (508) 761-4310 E-MAIL ADDRESS: insure@ikenyon.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Mid State Health Center 101 Boulder Point Drive Suite 1 Plymouth, NH 03264	INSURER A: Medical Protective Ins Company	
	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC			HN004919	10/1/17	10/1/18	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Healthcare-Medical Professional Liability Claims Made Coverage			HN004919	10/1/17	10/1/18	Per Incident Aggregate	1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage is Extended to Teresa Smith de Cherif, MD. (Internal Medicine, No Surgery) (Retroactive Date 11/6/17) for her Employed Medical Professional Services provided by her for and on behalf of the Insured.
Seperate Limits of $1,000,000 Per Incident/$3,000,000 Aggregate Apply.

CERTIFICATE HOLDER	CANCELLATION
Mid State Health Center 101 Boulder Point Drive Suite 1 Plymouth, NH. 03264	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 Emmanuel Psilakis

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Where your care comes together.

Family, Internal and Pediatric Medicine • Behavioral Health • Dental Care

midstatehealth.org

Mission Statement: Mid-State Health Center provides sound primary medical care to the community, accessible to all regardless of the ability to pay.

Plymouth Office: 101 Boulder Point Drive • PH (603) 536-4000 • FAX (603) 536-4001
Bristol Office: 100 Robie Road • PH (603) 744-6200 • FAX (603) 744-9024
Mailing Address: 101 Boulder Point Drive • Suite 1 • Plymouth, NH 03264

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidated Financial Statements

As of and for the Years Ended
June 30, 2017 and 2016

Supplemental Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2017

and

Independent Auditors' Report

MID-STATE HEALTH CENTER AND SUBSIDAIRY

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TYLER, SIMMS & ST. SAUVEUR, CPAs, P.C.
Certified Public Accountants & Business Consultants

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 Subsidiary, which comprise the consolidated statements of financial position as of June 30, 2017 and 2016, and the related consolidated statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the 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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organization'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 Organization'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.

Tyler, Simms & St. Sauveur, P.C. • 19 Morgan Drive • Lebanon, NH 03766 • Ph. 603-653-0044 • Fax 603-653-0209

www.tss-cpa.com

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 Subsidiary as of June 30, 2017 and 2016, 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 Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. The consolidating information is also presented on pages 27-32 for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of the Organization's management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 29, 2017, on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely 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 effectiveness of the Organization's 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 Organization's internal control over financial reporting and compliance.

Tyler, Simms and St. Sauveur, CPAs, P.C.

Lebanon, New Hampshire
November 29, 2017

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidated Statements of Financial Position

As of June 30, 2017 and 2016

		2017		2016
Assets				
Current assets				
Cash and cash equivalents	$	1,354,014	$	1,445,269
Restricted cash		37,530		37,473
Patient accounts receivable, net		669,637		735,772
Estimated third-party settlements		96,663		50,000
Contracts and grants receivable		1,566,012		1,244,899
Prepaid expenses and other receivables		473,892		508,047
Total current assets		4,197,748		4,021,460
Property and equipment, net		6,275,857		6,444,673
Total assets	$	10,473,605	$	10,466,133
Liabilities				
Current liabilities				
Accounts payable	$	97,496	$	107,523
Accrued expenses and other current liabilities		77,010		317,100
Accrued payroll and related expenses		331,612		269,391
Accrued earned time		343,266		368,116
Current portion of long-term debt		189,748		431,412
Current portion of capital lease obligations		2,036		1,857
Deferred grants and state contract revenue		1,239,148		1,131,021
Total current liabilities		2,280,316		2,626,420
Long-term debt, less current portion		4,512,203		4,699,118
Capital lease obligations, less current portion		3,169		5,053
Total liabilities		6,795,688		7,330,591
Commitments and contingencies (See Notes)				
Net assets				
Unrestricted		3,006,469		2,406,849
Temporarily restricted		671,448		728,693
Total net assets		3,677,917		3,135,542
Total liabilities and net assets	$	10,473,605	$	10,466,133

The accompanying notes to financial statements are an integral part of these statements.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidated Statements of Operations and Changes in Net Assets

For the Years Ended June 30, 2017 and 2016

	2017	2016
Changes in unrestricted net assets		
Unrestricted revenue, gains and other support		
Patient service revenue (net of contractual allowances and discounts)	$ 6,386,654	$ 6,318,226
Provision for bad debts	194,748	350,491
Net patient service revenue	6,191,906	5,967,735
Contracts and grants	2,319,624	1,768,650
Contributions	91,890	9,336
Other operating revenue	1,367,014	1,319,892
Net assets released from restrictions used for operating	7,312	198,384
Total unrestricted revenue, gains and other support	9,977,746	9,263,997
Expenses		
Salaries and wages	6,018,733	5,311,523
Employee benefits	1,330,017	1,118,449
Insurance	72,067	76,446
Professional fees	522,478	536,807
Supplies and expenses	1,236,154	1,195,801
Depreciation and amortization	300,688	284,435
Interest expense	218,673	234,011
Total expenses	9,698,810	8,757,472
Operating income	278,936	506,525
Other income (loss)		
Debt discharge income	250,000	-
Loss on disposal of fixed assets	-	(999)
Total other income (loss)	250,000	(999)
Excess of revenues over expenses	528,936	505,526
Other changes in unrestricted net assets		
Net assets released from restrictions used for property and equipment	70,684	23,104
Increase in unrestricted net assets	599,620	528,630
Changes in temporarily restricted net assets		
Contributions	20,751	150,000
Net assets released from restrictions	(77,996)	(221,488)
Decrease in temporarily restricted net assets	(57,245)	(71,488)
Change in net assets	542,375	457,142
Net assets, beginning of year	3,135,542	2,678,400
Net assets, end of year	$ 3,677,917	$ 3,135,542

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, 2017 and 2016

	2017	2016
Cash flows from operating activities		
Change in net assets	$ 542,375	$ 457,142
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Debt discharge income	(250,000)	-
Depreciation and amortization	300,688	284,435
Amortization reflected as interest	2,833	5,584
Provision for bad debts	194,748	350,491
Loss on disposal of fixed assets	-	999
(Increase) decrease in the following assets:		
Restricted cash	(57)	(57)
Patient accounts receivable	(128,613)	(458,123)
Estimated third-party settlements	(46,663)	-
Contracts and grants receivable	(321,113)	(119,483)
Prepaid expenses and other receivables	(215,845)	564,358
Increase (decrease) in the following liabilities:		
Accounts payable	(10,027)	(116,165)
Accrued payroll and related expenses	62,221	117,586
Accrued earned time	(24,850)	81,368
Accrued other expenses	9,910	(493,256)
Deferred grants and state contract revenue	108,127	292,191
Net cash provided by operating activities	223,734	967,070
Cash flows from investing activities		
Purchases of property and equipment	(131,872)	(95,527)
Net cash used in investing activities	(131,872)	(95,527)
Cash flows from financing activities		
Payments on capital leases	(1,705)	(3,832)
Payments on long-term debt	(181,412)	(173,452)
Net cash used in financing activities	(183,117)	(177,284)
Net increase (decrease) in cash and cash equivalents	(91,255)	694,259
Cash and cash equivalents, beginning of year	1,445,269	751,010
Cash and cash equivalents, end of year	$ 1,354,014	$ 1,445,269

Supplemental Disclosures of Cash Flow Information

Cash payments for:		
Interest	$ 215,840	$ 228,427

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, 2017 and 2016

Supplemental Disclosures of Non-Cash Transactions

During 2016, the Organization entered into a capital lease agreement to acquire equipment totaling $8,000.

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, 2017 and 2016

1. Summary of Significant Accounting Policies:

Organization

Mid-State Health Center ("MSHC") is a Federally Qualified Health Center (FQHC) which provides health care to a large number of Medicare, Medicaid and charity care patients on an outpatient basis. MSHC maintains facilities in Plymouth and Bristol, New Hampshire.

The consolidated financial statements include the accounts of Mid-State Community Development Corporation (MSCDC), collectively, "the Organization".

Effective September 23, 2010, the Organization was transferred a sole member interest in MSCDC, 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.

During the year ended June 30, 2012, after having participated in a pilot program with the New Hampshire Citizens Health Initiative (NHCHI) the Organization was officially recognized as a medical home.

Basis of Statement Presentation

The consolidated financial statements are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. The consolidated financial statements have been prepared consistent with the American Institute of Certified Public Accountants *Audit and Accounting Guide, Health Care Organizations* (Audit Guide). All significant intercompany transactions between MSHC and MSCDC have been eliminated in consolidation.

Classes of Net Assets

The Organization reports information regarding its consolidated financial position and activities to three classes of net assets; unrestricted net assets, temporarily restricted net assets and permanently restricted net assets.

(1) Unrestricted Net Assets are not subject to donor-imposed stipulations.
(2) Temporarily Restricted Net Assets are 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.
(3) Permanently Restricted Net Assets are 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, 2017 and 2016.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2017 and 2016

1. Summary of Significant Accounting Policies (continued):

Estimates

The Organization uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents 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.

Cash in Excess of FDIC-Insured Limits

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. Accounts are generally guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to certain limits. As of June 30, 2017 and 2016, the Organization had approximately $318,000 and $587,000, respectively, in excess of FDIC-insured limits. The Organization has not experienced any losses in such accounts.

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.

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.

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:

	YEARS
Buildings	5 - 40
Leasehold improvements	5
Equipment	3 - 7
Furniture and fixtures	5 - 15
Capital leases	3 – 15

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2017 and 2016

1. Summary of Significant Accounting Policies (continued):

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.

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.

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.

Government Grant Revenue

Support funded by grants is recognized as the Organization performs the contracted services or incurs outlays eligible for reimbursement under the grant agreements. Grant activities and outlays are subject to audit and acceptance by the granting agency and, as a result of such audit, adjustments could be required.

Contributions

Unconditional gifts expected to be collected within one year are reported at their net realizable value. Unconditional gifts expected to be collected in future years are initially reported at fair value determined using the discounted present value of estimated future cash flows technique. The resulting discount is amortized using the level-yield method and is reported as contribution revenue.

Gifts received with donor stipulations are reported as either temporarily or permanently restricted support. When a donor restriction expires, that is, when a time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified and reported as an increase in unrestricted net assets.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2017 and 2016

1. Summary of Significant Accounting Policies (continued):

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.

Income Taxes

MSHC and MSCDC are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code (Code) and are exempt from Federal income taxes on related income pursuant to Section 501(a) of the Code.

The Organization accounts for its uncertain tax positions in accordance with the accounting methods under ASC Subtopic 740-10. The UTP rules prescribe a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken in an organization's tax return. The Organization believes that it has appropriate support for the tax positions taken and, as such, does not have any uncertain tax positions that might result in a material impact on the Organization's statements of financial position, activities and changes in net assets and cash flows. The Organization's management believes it is no longer subject to examinations for the years prior to 2013.

Advertising

Advertising costs are charged to operations when incurred. Total advertising expense for the years ended June 30, 2017 and 2016 was $26,001 and $23,966, respectively.

Functional Allocation of Expenses

Expenses that can be identified with specific program or supporting services are charged directly to the related program or supporting service. Expenses that are associated with more than one program or supporting service are allocated based on an evaluation by management.

Expenses by function totaled the following for the years ended June 30:

	2017	2016
Program	$ 7,878,996	$ 6,861,582
Management and general	1,797,456	1,873,440
Fundraising	22,358	22,450
	$ 9,698,810	$ 8,757,472

Excess of Revenues over Expenses

The consolidated statements of operations include excess of revenues over expenses. Changes in unrestricted net assets which are excluded from excess of revenues over expenses, consistent with industry practice, include contributions and grants of long-lived assets.

MID-STATE HEALTH CENTER AND SUBSIDIARY
Notes to Consolidated Financial Statements
As of and for the Years Ended June 30, 2017 and 2016

1. **Summary of Significant Accounting Policies (continued):**

Fair Value of Financial Instruments

The carrying amount of cash, patient accounts receivable, accounts and notes payable and accrued expenses approximates fair value.

Reclassifications

Certain reclassifications have been made to the prior year's financial statements to conform to the current year presentation. These reclassifications have no effect on the previously reported change in net assets.

Recent Accounting Pronouncements

In April 2015, the FASB issued Accounting Standards Update (ASU) 2015-03, *Interest – Imputation of Interest*, Subtopic 835-30. The update simplifies the presentation of debt issuance costs and will require that debt issuance costs related to a recognized debt liability be presented in the statement of financial position as a direct reduction from the carrying amount of that debt liability, consistent with the handling of debt discounts. The Organization adopted the provisions of ASU 2015-03 as of June 30, 2017, resulting in the reclassification of debt financing costs totaling $45,425 and $48,258 as of June 30, 2017 and 2016, respectively, as a direct reduction of the Organization's associated long-term debt (see Note 9).

In February 2016, the FASB issued ASU 2016-02, *Leases*, to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. The update is effective for financial statements issued for fiscal years beginning after December 15, 2019 with early adoption permitted, using a modified retrospective approach. The Organization has not elected early adoption of the provisions of ASU 2016-02 and is undetermined if it will have a significant impact on its financial position, results of operations or cash flows.

In August 2016, the FASB issued ASU 2016-14, *Not-for-Profit Entities*. This ASU changes the current three classes of net assets to two classes, net assets with donor restrictions and net assets without donor restrictions; requires entities to report investment return net of external and direct internal investment expenses and no longer requires disclosure of those netted expenses; and eliminates the option to release donor-imposed restrictions on long-lived assets over the estimated useful life of the acquired asset. It also enhances the disclosures regarding: board designations, composition of net assets with donor restrictions, how an NFP will meet its cash needs for general expenditures within one year of the balance sheet date, amounts of expenses by both their natural and functional classification, method used to allocate costs among program and support functions and underwater endowment funds. The update is effective for financial statements issued for fiscal years beginning after December 15, 2017, with early adoption permitted and requires that it be applied retrospectively. The Organization has not elected early adoption of the provisions of ASU 2016-14.

In November 2016, the FASB issued ASU 2016-18, *Statement of Cash Flows - Restricted Cash*. This ASU requires that a statement of cash flows explain the change during the period in the total of cash, cash equivalents and amounts generally described as restricted cash or restricted cash equivalents. Therefore, amounts generally described as restricted cash and restricted cash equivalents should be included with cash and cash equivalents when reconciling the total amounts shown on the statement of cash flows. The update is effective for financial statements issued for fiscal years beginning after December 15, 2018, with early adoption permitted and requires that it be applied retrospectively. The Organization has not elected early adoption of the provisions of ASU 2016-18.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2017 and 2016

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. The total cost estimate is based on an overall cost to charge ratio applied against gross charity care charges. The net cost of charity care provided was approximately $302,000 and $244,000 for the years ended June 30, 2017 and 2016, respectively.

In 2017 and 2016, 615 and 623 patients received charity care out of a total of 11,491 and 11,513 patients, respectively. The Organization provides health care services to residents of Plymouth, New Hampshire as well as Bristol, New Hampshire and their surrounding areas, 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:

For dental services, patients with family income less than 100% of the Community Services Administration Income Poverty Guidelines shall only be responsible for a nominal fee assessed by the Organization and not the balance of their account for services received. Those with family income at least equal to 101%, but not exceeding 125% of the Federal Poverty Guidelines, receive a 65% discount. Those with family income at least equal to 126%, but not exceeding 150% of the guidelines, receive a 55% discount. Those with family income at least equal to 151%, but not exceeding 200% of the guidelines, receive a 45% discount.

For all other services, patients with family income less than 100% of the Community Services Administration Income Poverty Guidelines shall only be responsible for a nominal fee assessed by the Organization and not the balance of their account for services received. Those with family income at least equal to 101%, but not exceeding 138% of the Federal Poverty Guidelines, shall be responsible for a $20 fee for each encounter. Those with family income at least equal to 139%, but not exceeding 160% of the guidelines, will be responsible for a $30 fee for each encounter. Those with family income at least equal to 161%, but not exceeding 180% of the guidelines, will be responsible for a $40 fee for each encounter. Those with family income at least equal to 181%, but not exceeding 200% of the guidelines, will be responsible for a $50 fee for each encounter.

3. Patient Service Revenue and Patient Accounts Receivable:

Patient service revenue, net of contractual allowances and discounts (but before the provision for bad debts), recognized was as follows for the years ended June 30:

	2017			
	Gross Charges	Contractual Adjustments	Sliding Fee Adjustments	Patient Service Revenue
Medicare	$ 2,807,293	$ 532,483	$ -	$ 2,274,810
Medicaid	1,474,031	454,849	-	1,019,182
Blue Cross	1,649,476	495,855	-	1,153,621
Other third-party payors	2,357,924	745,047	-	1,612,877
Self-pay	643,951	-	317,787	326,164
Total	$ 8,932,675	$ 2,228,234	$ 317,787	$ 6,386,654

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2017 and 2016

3. Patient Service Revenue and Patient Accounts Receivable (continued):

	2016			
	Gross	Contractual	Sliding Fee	Patient Service Revenue
Medicare	$ 2,883,236	$ 707,772	$ -	$ 2,175,464
Medicaid	1,509,638	285,988	-	1,223,650
Blue Cross	1,615,803	552,763	-	1,063,040
Other third-party payors	2,203,356	676,605	-	1,526,751
Self-pay	585,503	-	256,182	329,321
Total	$ 8,797,536	$ 2,223,128	$ 256,182	$ 6,318,226

Patient accounts receivable is reported net of estimated contractual allowances and allowance for doubtful accounts, as follows, as of June 30:

	2017	2016
Patient accounts receivable	$ 1,207,800	$ 1,318,578
Less: Estimated contractual allowances and discounts	333,805	340,435
Less: Estimated allowance for doubtful accounts	204,358	242,371
Patient accounts receivable, net	$ 669,637	$ 735,772

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.

4. 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.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2017 and 2016

5. Grants and State Contracts:

The Organization receives various reimbursement grants from the federal government, 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:

	Earned Grant and State Contract Revenue		Outstanding Receivable		Deferred Grants and State Contract Revenue	
	2017	2016	2017	2016	2017	2016
HPHC Quality Grant - 2013	$ -	$ -	$ -	$ 17,939	$ -	$ 17,939
HRSA-PATT Grant - 2015	-	40,992	-	-	-	-
HRSA 330 Grant - 2014-2019	1,648,310	1,056,374	1,073,203	942,239	840,904	943,007
Bi-State PCA Grant	6,725	90	-	-	-	-
NH Primary Care Contracts	157,222	193,933	418,366	174,980	389,645	161,476
Emergency Preparedness Grants	275,127	260,554	60,015	45,433	-	-
HRSA-IGNITE Grants	158,614	107,480	-	-	-	-
Other Grant and Contract Awards	73,626	109,227	14,428	64,308	8,599	8,599
	$ 2,319,624	$ 1,768,650	$ 1,566,012	$ 1,244,899	$ 1,239,148	$ 1,131,021

6. Property and Equipment:

Property and equipment consisted of the following as of June 30:

	2017	2016
Land	$ 525,773	$ 525,773
Buildings	6,346,118	6,346,118
Leasehold improvements	170,174	170,174
Furniture, fixtures and equipment	1,247,640	1,115,766
	8,289,705	8,157,831
Less: Accumulated depreciation	2,013,848	1,713,158
	$ 6,275,857	$ 6,444,673

Depreciation and amortization expense, including amortization expense on capital lease obligations, for the years ended June 30, 2017 and 2016 amounted to $300,688 and $284,435, respectively.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2017 and 2016

7. 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, 2017 and 2016 was $0 and $916, respectively. Accumulated amortization was $9,163 as of June 30, 2017 and 2016.

8. Line of Credit:

The Organization had an available line of credit with a maximum borrowing amount of $100,000 as of June 30, 2017. The line carries an interest rate equal to 5.5% (prime plus 2%). The line is secured by all business assets. The line was not drawn upon as of June 30, 2017 and 2016.

9. Long-Term Debt:

Long-term debt consisted of the following as of June 30:

	2017	2016
Woodsville Guarantee Savings Bank note payable, maturing August 2033, principal and interest payable in 240 monthly installments of $18,194 through August 2033. Interest is charged at a rate of 5.25%.	$ 2,375,621	$ 2,466,618
Woodsville Guarantee Savings Bank note payable, maturing August 2018, principal and interest payable in 60 monthly installments of $3,757. Interest is charged at a rate of 4%.	51,306	93,419
Capital Regional Development Council note payable, 36 interest only payments at a rate of 6%. The outstanding principal of the note was forgiven in August 2016.	-	250,000
United States of America Department of Agriculture note payable, maturing April 2045, principal and interest payable in 360 monthly payments of $10,904. Interest is charged at a rate of 3.5% (see Note 9a).	2,320,449	2,368,751
Total long-term debt	4,747,376	5,178,788
Less: unamortized deferred financing costs	45,425	48,258
Total long-term debt, net of unamortized deferred financing costs	4,701,951	5,130,530
Less: current portion	189,748	431,412
Long-term debt, less current portion	$ 4,512,203	$ 4,699,118

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2017 and 2016

9. Long-Term Debt (continued):

9a In September 2013, the Organization refinanced its then outstanding Woodsville Guarantee Savings Bank interim note payable with a construction loan. The new loan had an advancement amount of up to $2,700,000, and called for interest only payments at a rate of 5% beginning October 2013, for 23 consecutive months, and 1 balloon payment of principal and accrued unpaid interest due September 2015. In April 2015, the Organization entered into a long-term debt arrangement with the United States of America Department of Agriculture ("USDA") totaling $2,423,000. The proceeds from the loan were used to refinance the construction loan balance and unpaid accrued interest and to satisfy outstanding invoices related to the construction of the Bristol property. The loan is secured by the Organization's property located in Bristol, New Hampshire. The loan agreement requires the Organization to establish a reserve account which is to be funded in monthly installments of $1,090 until the accumulated sum of reserve funding reaches $130,848, after which no further funding is required except to replace withdrawals. As of June 30, 2017, the reserve account totaled $37,530, reflected on the consolidated statement of financial position as restricted cash.

Future maturities of long-term debt are as follows as of June 30, 2017:

2018	$ 189,748
2019	160,342
2020	160,152
2021	167,797
2022	175,819
Thereafter	3,893,518
	$ 4,747,376

10. Capital Lease Obligations:

The Organization has entered into capital lease obligations on certain equipment. The term of the lease is for five years expiring in September 2019. Accordingly, the Organization has recorded the transactions as capital lease obligations. For the years ended June 30, 2017 and 2016, amortization expense totaling $2,000 and $2,729, respectively, was included in depreciation and amortization expense. The cost basis of all equipment under capital leases was $8,000 as of June 30, 2017 and 2016. Accumulated amortization was $3,667 and $1,667 as of June 30, 2017 and 2016, respectively.

The following is a schedule, by year, of future minimum lease payments under the capital leases as of June 30:

2018	$ 2,400
2019	2,400
2020	946
Total minimum lease payments	5,746
LESS: Amount representing interest	541
Present value of minimum lease payments	5,205
LESS: Current portion	2,036
Long-term capital lease obligations	$ 3,169

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2017 and 2016

11. Malpractice Insurance Coverage:

The Organization is involved in litigation arising in the ordinary course of business. Claims alleging malpractice have been asserted against the Organization. The Organization is insured for malpractice under a claims-made policy. This type of policy covers malpractice claims which are reported to the insurance carrier during the policy term. Based on management's evaluation of malpractice claims, reserves for professional liability claims were $250,000 as of June 30, 2017 and 2016, respectively, and are included in accrued expenses and other current liabilities in the accompanying consolidated statements of financial position.

The Organization's professional liability risks, in excess of certain per claim amounts, are insured through the policy described above. The amounts receivable under the policy totaled $250,000 as of June 30, 2017 and 2016, respectively, and are included in prepaid expenses and other receivables in the accompanying consolidated statements of financial position.

In September 2016, the Organization entered into a settlement agreement regarding a malpractice suit that was outstanding as of the year ended June 30, 2016. The settlement calls for the Organization's malpractice insurance to pay $250,000.

12. Commitments and Contingencies:

Real Estate Taxes – During the year ended June 30, 2017, the Organization settled discussions with the Town of Plymouth, New Hampshire Municipal Corporation ("Town") related to the tax-exempt status of its operating facility. The Organization's management team contended that the Organization was no longer required to pay real estate taxes associated with its operating facility effective the date that MSCDC received its tax-exempt status (see Note 1), so long as the Organization timely files its application for tax exemption with the Town on an annual basis. The Organization and the Town agreed to a payment in lieu of taxes for a period of 10 years. The agreement identified real estate taxes previously paid by the Organization to the Town that the Organization was not required to pay as a result of its tax-exempt status. The sum of the overpayments will be applied evenly on an installment basis over the 10-year period, totaling $50,000. The Organization remains subject to its requirement to timely file its application for tax exemption with the Town on an annual basis.

340B Revenue – The Organization participates in the 340B Drug Discount Program (the 340B Program) which enables qualifying health care providers to purchase drugs from pharmaceutical suppliers at a substantial discount as a Covered Entity. The 340B Program is managed by the Health Resources and Services Administration (HRSA) Office of Pharmacy Affairs. The Organization is required to undergo a self-audit process to determine compliance with 340B Program guidelines. The 340B statutes also explicitly authorize HRSA to audit Covered Entities to ensure they are compliant with the 340B Program. All Covered Entities are also required to recertify compliance with the 340B Program on an annual basis, including an attestation to full compliance with the 340B Program. The Organization earns revenue under the 340B Program by purchasing pharmaceuticals at a reduced cost to fill prescriptions to qualified patients. The Organization contracts with certain third-party pharmacies that dispense the pharmaceuticals to its patients. 340B revenue is included in other operating revenue within the consolidated statements of operations and totaled $1,083,433 and $957,003 for the years ended June 30, 2017 and 2016, respectively. The cost of pharmaceuticals, dispensing fees to the pharmacies, consulting fees and other costs associated with the 340B Program are included in operating expenses in the consolidated statements of operations and totaled $344,082 and $350,513 for the years ended June 30, 2017 and 2016, respectively.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2017 and 2016

13. 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:

	2017	2016
Medicare	18.0%	17.9%
Medicaid	19.3%	27.7%
Blue Cross	19.3%	16.9%
Patients	13.1%	10.6%
Other third-party payors	30.3%	26.9%
	100.0%	100.0%

14. 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, 2017 and 2016 were $138,903 and $112,637, respectively.

15. Other Operating Revenue:

The following summarizes components of other operating revenue for the years ended June 30:

	2017	2016
Other operating revenue:		
Pharmacy income - 340B	$ 1,083,433	$ 957,003
Anthem shared savings	62,207	195,423
Montessori Center	155,622	139,226
Meaningful Use	28,955	-
Other operating revenue	36,797	28,240
	$ 1,367,014	$ 1,319,892

16. 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, 2017 and 2016 was $10,524 and $3,110, respectively.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2017 and 2016

16. Health Insurance (continued):

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, 2017 and 2016, "accrued expenses and other current liabilities" include an accrued liability related to these plans of $8,600.

17. Related Party:

During 2011, the Organization was gifted a sole membership interest in MSCDC (see 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, 2017 and 2016 was $23,104, included in depreciation and amortization in the consolidated statement of operations.

18. Significant Estimates and Concentrations:

Grants and State Contracts

Concentrations of revenues related to grant awards and state contracts are described in Note 5.

Allowance for Net Patient Service Revenue

Estimates of allowances for adjustments included in net patient service revenue are described in Notes 1 and 3.

19. Subsequent Events:

The Organization has reviewed events occurring after June 30, 2017 through November 29, 2017, the date the board of trustees accepted the final draft of the consolidated financial statements and made them available to be issued. The Organization has not identified other events requiring disclosure that have occurred between the period of June 30, 2017 and the report date, November 29, 2017. The Organization has not reviewed events occurring after the report date for their potential impact on the information contained in these consolidated financial statements.

MID-STATE HEALTH CENTER
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2017

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-through Entity or Award Identifying Number	Federal Expenditures	Passed through to Subrecipients
U.S. Department of Health and Human Services:				
Health Center Program (Community Health Centers, Migrant Health Centers, Health Care for the Homeless, and Public Housing Primary Care)	93.224		$ 1,648,310	$ -
Passed through N.H. Department of Health and Human Services:				
Grants to States to Support Oral Health Workforce Activities	93.236	22-3061156	6,725	-
Block Grants for Prevention and Treatment of Substance Abuse	93.959	FAIN TI010035-14 FAIN T1010035-15	173,505	-
Immunization Cooperative Agreements	93.268	FAIN H23IP000757	8,876	-
Preventive Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)	93.758	FAIN B01OT009037	15,000	-
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	93.074	FAIN U90TP000535	63,479	-
Maternal and Child Health Services Block Grant to the States	93.994	Unknown	10,735	-
Total passed through N.H. Department of Health and Human Services			278,320	-
Total U.S. Department of Health and Human Services			1,926,630	-
TOTAL EXPENDITURES OF FEDERAL AWARDS			$ 1,926,630	$ -

The accompanying notes to financial statements are an integral part of this schedule.

MID-STATE HEALTH CENTER

Notes to Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2017

1. Basis of Presentation:

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal grant activity of MSHC under programs of the federal government for the year ended June 30, 2017. The information in the schedule is presented in accordance with the requirements of Title 2 US. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Since the schedule presents only a selected portion of the operations of MSHC, it is not intended to and does not present the statement of financial position, statement of operations and changes in net assets or cash flows of MSHC.

2. 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 Subpart E of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The Schedule includes Catalog of Federal Domestic Assistance (CFDA) and pass-through award numbers when available.

MSHC did not elect to use the 10% de minimis indirect cost rate.

TYLER, SIMMS & ST. SAUVEUR, CPAs, P.C.
Certified Public Accountants & Business Consultants

Report 1

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 Trustees of
Mid-State Health Center:

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 Mid-State Health Center ("MSHC") (a nonprofit organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of operations and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated November 29, 2017.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered MSHC'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 MHSC's internal control. Accordingly, we do not express an opinion on the effectiveness of MSHC'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.

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Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* (continued)

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 MSHC's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Tyler, Simms and St. Sauveur, CPAs, P.C.

Lebanon, New Hampshire
November 29, 2017

TYLER, SIMMS & ST. SAUVEUR, CPAs, P.C.
Certified Public Accountants & Business Consultants

Report 2

Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance

To the Board of Trustees of
Mid-State Health Center:

Report on Compliance for Each Major Federal Program

We have audited Mid-State Health Center's ("MSHC") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of MSHC's major federal programs for the year ended June 30, 2017. MHSC's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of MSHC's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about MSHC'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 MSHC's compliance.

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Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance (continued)

Opinion on Each Major Federal Program

In our opinion, MSHC 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, 2017.

Report on Internal Control Over Compliance

Management of MSHC 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 MSHC's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of MSHC's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Tyler, Simms and St. Sauveur, CPAs, P.C.

Lebanon, New Hampshire
November 29, 2017

MID-STATE HEALTH CENTER
Schedule of Findings and Questioned Costs
As of and For the Year Ended June 30, 2017

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued	*Unmodified*
Internal control over financial reporting:	
Material weakness identified	____ Yes _X_ No
Significant deficiencies identified that are not considered to be material weaknesses	____ Yes _X_ None reported
Non-compliance material to financial statements noted	____ Yes _X_ No

Federal Awards

Internal control over major programs:	
Material weakness identified	____ Yes _X_ No
Significant deficiencies identified that are not considered to be material weaknesses	____ Yes _X_ None reported
Type of auditors' report issued on compliance for major programs	*Unmodified*
Any audit findings disclosed that are required to be reported in accordance with Section 200.516(a) of the Uniform Guidance	____ Yes _X_ No

Identification of major programs:

Federal CFDA Number	Name of Federal/Local Program
93.224	Health Center Program

Dollar threshold used to distinguish between Type A and Type B programs	$750,000
Auditee qualified as low-risk auditee?	_X_ Yes ____ No

SECTION II - FINANCIAL STATEMENT FINDINGS

There were no findings related to the financial statements which are required to be reported in accordance with generally accepted Government Auditing Standards (GAGAS).

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

There were no findings or questioned costs for Federal awards (as defined in Section 200.516(a) of the Uniform Guidance) that are required to be reported.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Financial Position – Assets – Schedule 1

As of June 30, 2017

	MSHC	MSCDC	ELIMINATION	TOTAL
Assets				
Current assets				
Cash and cash equivalents	$ 875,456	$ 478,558	$ -	$ 1,354,014
Restricted cash	37,530	-	-	37,530
Patient accounts receivable, net	669,637	-	-	669,637
Estimated third-party settlements	96,663	-	-	96,663
Contracts and grants receivable	1,566,012	-	-	1,566,012
Prepaid expenses and other receivables	723,892	-	-	723,892
Total current assets	3,969,190	478,558	-	4,447,748
Property and equipment, net	2,753,763	2,830,901	691,193	6,275,857
Other assets				
Other assets	121,133	-	(121,133)	-
Investment in subsidiary	691,193	-	(691,193)	-
Total other assets	812,326	-	(812,326)	-
Total assets	$ 7,535,279	$ 3,309,459	$ (121,133)	$ 10,723,605

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Financial Position – Liabilities and Net Assets – Schedule 1

As of June 30, 2017

	MSHC	MSCDC	ELIMINATION	TOTAL
Liabilities				
Current liabilities				
Accounts payable	$ 83,396	$ 14,100	$ -	$ 97,496
Accrued expenses and other current liabilities	310,854	16,156	-	327,010
Accrued payroll and related expenses	331,612	-	-	331,612
Accrued earned time	343,266	-	-	343,266
Current portion of long-term debt	50,028	139,720	-	189,748
Current portion of capital lease obligations	2,036	-	-	2,036
Deferred grants and state contract revenue	1,239,148	-	-	1,239,148
Total current liabilities	2,360,340	169,976	-	2,530,316
Lease deposits	-	121,133	(121,133)	-
Long-term debt, less current portion	2,264,412	2,247,791	-	4,512,203
Capital lease obligations, less current portion	3,169	-	-	3,169
Total liabilities	4,627,921	2,538,900	(121,133)	7,045,688
Net assets				
Unrestricted	2,235,910	770,559	-	3,006,469
Temporarily restricted	671,448	-	-	671,448
Total net assets	2,907,358	770,559	-	3,677,917
Total liabilities and net assets	$ 7,535,279	$ 3,309,459	$ (121,133)	$ 10,723,605

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Operations and Changes in Net Assets – Schedule 2

For the Year Ended June 30, 2017

	MSHC	MSCDC	ELIMINATION	TOTAL
Changes in unrestricted net assets				
Unrestricted revenue, gains and other support				
Patient service revenue (net of contractual allowances and discounts)	$ 6,386,654	$ -	$ -	$ 6,386,654
Provision for bad debts	194,748	-	-	194,748
Net patient service revenue	6,191,906	-	-	6,191,906
Contracts and grants	2,319,624	-	-	2,319,624
Contributions	91,890	-	-	91,890
Other operating revenue	1,366,473	308,752	(308,211)	1,367,014
Net assets released from restrictions used for operating	7,312	-	-	7,312
Total unrestricted revenue, gains and other support	9,977,205	308,752	(308,211)	9,977,746
Expenses				
Salaries and wages	6,018,733	-	-	6,018,733
Employee benefits	1,330,017	-	-	1,330,017
Insurance	72,067	-	-	72,067
Professional fees	514,978	7,500	-	522,478
Supplies and expenses	1,544,352	13	(308,211)	1,236,154
Depreciation and amortization	182,048	95,536	23,104	300,688
Interest expense	83,257	135,416	-	218,673
Total expenses	9,745,452	238,465	(285,107)	9,698,810
Operating income	231,753	70,287	(23,104)	278,936
Other income (loss)				
Debt discharge income	-	250,000	-	250,000
Loss on investment in subsidiary	(23,104)	-	23,104	-
Total other income (loss)	(23,104)	250,000	23,104	250,000
Excess of revenues over expenses	208,649	320,287	-	528,936
Other changes in unrestricted net assets				
Net assets released from restrictions used for property and equipment	70,684	-	-	70,684
Transfer of net assets	(418,162)	418,162	-	-
Increase (decrease) in unrestricted net assets	(138,829)	738,449	-	599,620
Changes in temporarily restricted net assets				
Contributions	20,751	-	-	20,751
Net assets released from restrictions	(77,996)	-	-	(77,996)
Decrease in temporarily restricted net assets	(57,245)	-	-	(57,245)
Change in net assets	(196,074)	738,449	-	542,375
Net assets, beginning of year	3,103,432	32,110	-	3,135,542
Net assets, end of year	$ 2,907,358	$ 770,559	$ -	$ 3,677,917

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Financial Position – Assets – Schedule 3

As of June 30, 2016

	MSHC	MSCDC	ELIMINATION	TOTAL
Assets				
Current assets				
Cash and cash equivalents	$ 1,009,778	$ 435,491	$ -	$ 1,445,269
Restricted cash	37,473	-	-	37,473
Patient accounts receivable, net	735,772	-	-	735,772
Estimated third-party settlements	50,000	-	-	50,000
Contracts and grants receivable	1,244,899	-	-	1,244,899
Prepaid expenses and other receivables	508,047	-	-	508,047
Total current assets	3,585,969	435,491	-	4,021,460
Related party note receivable	418,162	-	(418,162)	-
Property and equipment, net	2,803,939	2,926,437	714,297	6,444,673
Other assets				
Deposits and other assets	120,896	-	(120,896)	-
Investment in subsidiary	714,297	-	(714,297)	-
Total other assets	835,193	-	(835,193)	-
Total assets	$ 7,643,263	$ 3,361,928	$ (539,058)	$ 10,466,133

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Financial Position – Liabilities and Net Assets (Deficit) – Schedule 3

As of June 30, 2016

	MSHC	MSCDC	ELIMINATION	TOTAL
Liabilities and net assets				
Current liabilities				
Accounts payable	$ 100,923	$ 6,600	$ -	$ 107,523
Accrued expenses and other current liabilities	300,944	16,156	-	317,100
Accrued payroll and related expenses	269,391	-	-	269,391
Accrued earned time	368,116	-	-	368,116
Current portion of long-term debt	48,302	383,110	-	431,412
Current portion of capital lease obligations	1,857	-	-	1,857
Deferred grants and state contract revenue	1,131,021	-	-	1,131,021
Total current liabilities	2,220,554	405,866	-	2,626,420
Lease deposits	-	120,896	(120,896)	-
Related party note payable	-	418,162	(418,162)	-
Long-term debt, less current portion	2,314,224	2,384,894	-	4,699,118
Capital lease obligations, less current portion	5,053	-	-	5,053
Total liabilities	4,539,831	3,329,818	(539,058)	7,330,591
Net assets				
Unrestricted	2,374,739	32,110	-	2,406,849
Temporarily restricted	728,693	-	-	728,693
Total net assets	3,103,432	32,110	-	3,135,542
Total liabilities and net assets	$ 7,643,263	$ 3,361,928	$ (539,058)	$ 10,466,133

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Operations and Changes in Net Assets – Schedule 2

For the Year Ended June 30, 2016

	MSHC	MSCDC	ELIMINATION	TOTAL
Changes in unrestricted net assets				
Unrestricted revenue, gains and other support				
Patient service revenue (net of contractual allowances and discounts)	$ 6,318,226	$ -	$ -	$ 6,318,226
Provision for bad debts	350,491	-	-	350,491
Net patient service revenue	5,967,735	-	-	5,967,735
Contracts and grants	1,768,650	-	-	1,768,650
Contributions	9,336	-	-	9,336
Other operating revenue	1,319,338	308,765	(308,211)	1,319,892
Net assets released from restrictions used for operating	198,384	-	-	198,384
Total unrestricted revenue, gains and other support	9,263,443	308,765	(308,211)	9,263,997
Expenses				
Salaries and wages	5,311,523	-	-	5,311,523
Employee benefits	1,118,449	-	-	1,118,449
Insurance	76,446	-	-	76,446
Professional fees	529,307	7,500	-	536,807
Supplies and expenses	1,501,626	2,386	(308,211)	1,195,801
Depreciation and amortization	166,142	95,189	23,104	284,435
Interest expense	77,968	156,043	-	234,011
Total expenses	8,781,461	261,118	(285,107)	8,757,472
Operating income	481,982	47,647	(23,104)	506,525
Other income (loss)				
Loss on disposal of fixed assets	(999)	-	-	(999)
Loss on investment in subsidiary	(23,104)	-	23,104	-
Total other income (loss)	(24,103)	-	23,104	(999)
Excess of revenue over expenses	457,879	47,647	-	505,526
Other changes in unrestricted net assets				
Net assets released from restrictions used for property and equipment	23,104	-	-	23,104
Increase in unrestricted net assets	480,983	47,647	-	528,630
Changes in temporarily restricted net assets				
Contributions	150,000	-	-	150,000
Net assets released from restrictions	(221,488)	-	-	(221,488)
Decrease in temporarily restricted net assets	(71,488)	-	-	(71,488)
Change in net assets	409,495	47,647	-	457,142
Net assets (deficit), beginning of year	2,693,937	(15,537)	-	2,678,400
Net assets, end of year	$ 3,103,432	$ 32,110	$ -	$ 3,135,542

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidated Financial Statements

As of and for the Years Ended
June 30, 2016 and 2015

Supplemental Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2016

and

Independent Auditors' Report

MID-STATE HEALTH CENTER AND SUBSIDAIRY

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TYLER, SIMMS & ST. SAUVEUR, CPAs, P.C.
Certified Public Accountants & Business Consultants

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 Subsidiary, which comprise the consolidated statements of financial position as of June 30, 2016 and 2015, 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 and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organization'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 Organization'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.

Tyler, Simms & St. Sauveur, P.C. • 19 Morgan Drive • Lebanon, NH 03766 • Ph. 603-653-0044 • Fax 603-653-0209

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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 Subsidiary as of June 30, 2016 and 2015, 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 Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. The consolidating information is also presented on pages 27-32 for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of the Organization's 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 October 18, 2016, on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on 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 Organization's internal control over financial reporting and compliance.

Tyler, Simms and St. Sauveur, CPAs, P.C.

Lebanon, New Hampshire
October 18, 2016

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidated Statements of Financial Position

As of June 30, 2016 and 2015

	2016	2015
Assets		
Current assets		
Cash and cash equivalents	$ 1,445,269	$ 751,010
Restricted cash	37,473	37,416
Patient accounts receivable, net	735,772	628,140
Estimated third-party settlements	50,000	50,000
Contracts and grants receivable	1,244,899	1,125,416
Prepaid expenses and other receivables	508,047	1,072,405
Total current assets	4,021,460	3,664,387
Property and equipment, net	6,444,673	6,626,580
Other assets		
Deferred financing costs	48,258	52,926
Other assets	-	916
Total other assets	48,258	53,842
Total assets	$ 10,514,391	$ 10,344,809
Liabilities		
Current liabilities		
Accounts payable	$ 107,523	$ 223,688
Accrued expenses and other current liabilities	317,100	810,356
Accrued payroll and related expenses	269,391	151,805
Accrued earned time	368,116	286,748
Current portion of long-term debt	431,412	173,453
Current portion of capital lease obligations	1,857	2,742
Deferred grants and state contract revenue	1,131,021	838,830
Total current liabilities	2,626,420	2,487,622
Long-term debt, less current portion	4,747,376	5,178,787
Capital lease obligations, less current portion	5,053	-
Total liabilities	7,378,849	7,666,409
Commitments and contingencies (See Notes)		
Net assets		
Unrestricted	2,406,849	1,878,219
Temporarily restricted	728,693	800,181
Total net assets	3,135,542	2,678,400
Total liabilities and net assets	$ 10,514,391	$ 10,344,809

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, 2016 and 2015

	2016	2015
Changes in unrestricted net assets		
Unrestricted revenue, gains and other support		
Patient service revenue (net of contractual allowances and discounts)	$ 6,318,226	$ 5,193,744
Provision for bad debts	350,491	246,767
Net patient service revenue	5,967,735	4,946,977
Contracts and grants	1,768,650	1,728,568
Contributions	9,336	11,845
Other operating revenue	1,319,892	1,134,035
Net assets released from restrictions used for operating	198,384	27,220
Total unrestricted revenue, gains and other support	9,263,997	7,848,645
Expenses		
Salaries and wages	5,311,523	4,730,533
Employee benefits	1,118,449	917,197
Insurance	76,446	97,966
Professional fees	536,807	454,019
Supplies and expenses	1,195,801	1,179,685
Depreciation and amortization	284,435	252,473
Interest expense	234,011	276,380
Total expenses	8,757,472	7,908,253
Increase (decrease) in net assets from operating activities	506,525	(59,608)
Non-operating gains (losses)		
Loss on disposal of fixed assets	(999)	-
Net assets released from restrictions used for property and equipment	23,104	223,104
Total non-operating gains (losses)	22,105	223,104
Increase in unrestricted net assets	528,630	163,496
Changes in temporarily restricted net assets		
Contributions	150,000	240,000
Net assets released from restrictions	(221,488)	(250,324)
Decrease in temporarily restricted net assets	(71,488)	(10,324)
Change in net assets	457,142	153,172
Net assets, beginning of year	2,678,400	2,525,228
Net assets, end of year	$ 3,135,542	$ 2,678,400

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, 2016 and 2015

	2016	2015
Cash flows from operating activities		
Change in net assets	$ 457,142	$ 153,172
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities		
Depreciation and amortization	284,435	252,473
Amortization reflected as interest	5,584	14,953
Provision for bad debts	350,491	246,767
Loss on disposal of fixed assets	999	-
Contributions restricted for long-term investments	-	(150,000)
(Increase) decrease in the following assets:		
Restricted cash	(57)	(37,416)
Patient accounts receivable	(458,123)	(310,392)
Contracts and grants receivable	(119,483)	(152,623)
Prepaid expenses and other receivables	564,358	(696,805)
Increase (decrease) in the following liabilities:		
Accounts payable	(116,165)	(170,049)
Construction payable	-	(221,468)
Accrued payroll and related expenses	117,586	19,780
Accrued earned time	81,368	25,707
Accrued other expenses	(493,256)	731,440
Deferred grants and state contract revenue	292,191	70,070
Net cash provided by (used in) operating activities	967,070	(224,391)
Cash flows from investing activities		
Purchases of property and equipment	(95,527)	(192,480)
Proceeds from sale of assets	-	17,727
Net cash used in investing activities	(95,527)	(174,753)
Cash flows from financing activities		
Contributions restricted for long-term investment	-	150,000
Line of credit - SMH	-	(75,000)
Payments on capital leases	(3,832)	(6,972)
Payments on long-term debt	(173,452)	(128,441)
Proceeds on long-term debt	-	182,800
Net cash provided by (used in) financing activities	(177,284)	122,387
Net increase (decrease) in cash and cash equivalents	694,259	(276,757)
Cash and cash equivalents, beginning of year	751,010	1,027,767
Cash and cash equivalents, end of year	$ 1,445,269	$ 751,010

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, 2016 and 2015

Supplemental Disclosures of Cash Flow Information

	2016	2015
Cash payments for:		
Interest	$ 228,427	$ 267,486

Supplemental Disclosures of Non-Cash Transactions

During 2016, the Organization entered into a capital lease agreement to acquire equipment totaling $8,000.

During 2015, the Organization refinanced certain obligations and financed certain outstanding construction invoices through the issuance of a long-term note payable totaling $2,423,000 (see Note 10).

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, 2016 and 2015

1. Summary of Significant Accounting Policies:

Organization

Mid-State Health Center ("MSHC") is a physician practice which provides health care to a large number of Medicare, Medicaid and charity care patients on an outpatient basis. MSHC maintains facilities in Plymouth and Bristol, New Hampshire. During fiscal year 2014, MSHC was approved as a Federally Qualified Health Center (FQHC), which helps non-profit health care organizations that serve predominately uninsured or medically underserved populations through increased Medicare and Medicaid reimbursement rates.

The consolidated financial statements include the accounts of Mid-State Community Development Corporation (MSCDC), collectively, "the Organization". MSCDC was formerly known as CRDC Plymouth Community Development Corporation prior to its name change effective in 2015.

Effective September 23, 2010, the Organization was transferred a sole member interest in MSCDC, 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.

During the year ended June 30, 2012, after having participated in a pilot program with the New Hampshire Citizens Health Initiative (NHCHI) the Organization was officially recognized as a medical home.

Basis of Statement Presentation

The consolidated financial statements are presented on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. The consolidated financial statements have been prepared consistent with the American Institute of Certified Public Accountants *Audit and Accounting Guide, Health Care Organizations* (Audit Guide). All significant intercompany transactions between MSHC and MSCDC have been eliminated in consolidation.

Classes of Net Assets

The Organization reports information regarding its consolidated financial position and activities to three classes of net assets; unrestricted net assets, temporarily restricted net assets and permanently restricted net assets.

(1) Unrestricted Net Assets are not subject to donor-imposed stipulations.

(2) Temporarily Restricted Net Assets are 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.

(3) Permanently Restricted Net Assets are 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, 2016 and 2015.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2016 and 2015

1. Summary of Significant Accounting Policies (continued):

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.

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.

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.

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

MSHC and MSCDC are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code (Code) and are exempt from Federal income taxes on related income pursuant to Section 501(a) of the Code.

The Organization accounts for its uncertain tax positions in accordance with the accounting methods under ASC Subtopic 740-10. The UTP rules prescribe a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken in an organization's tax return. The Organization believes that it has appropriate support for the tax positions taken and, as such, does not have any uncertain tax positions that might result in a material impact on the Organization's statements of financial position, activities and changes in net assets and cash flows. The Organization's management believes it is no longer subject to examinations for the years prior to 2012.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2016 and 2015

1. Summary of Significant Accounting Policies (continued):

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.

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.

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.

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:

	YEARS
Buildings	5 - 40
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.

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.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2016 and 2015

1. Summary of Significant Accounting Policies (continued):

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, 2016 and 2015 was $23,966 and $24,507, respectively.

Functional Allocation of Expenses

Expenses that can be identified with specific program or supporting services are charged directly to the related program or supporting service. Expenses that are associated with more than one program or supporting service are allocated based on an evaluation by management.

Expenses by function totaled the following for the years ended June 30:

	2016	2015
Program	$ 6,553,371	$ 5,742,082
Management and general	2,181,651	2,143,786
Fundraising	22,450	22,385
	$ 8,757,472	$ 7,908,253

Recent Accounting Pronouncements

In April 2015, the FASB issued Accounting Standards Update (ASU) 2015-03, *Interest – Imputation of Interest*, Subtopic 835-30. The update simplifies the presentation of debt issuance costs and will require that debt issuance costs related to a recognized debt liability be presented in the statement of financial position as a direct reduction from the carrying amount of that debt liability, consistent with the handling of debt discounts. The update is effective for financial statements issued for fiscal years beginning after December 31, 2015 with early adoption permitted and requires that it be retrospectively applied. The Organization has not elected to early adoption of the provisions of ASU 2015-03.

In February 2016, the FASB issued ASU 2016-02, *Leases*, to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the balance sheet and disclosing key information about leasing arrangements. The update is effective for financial statements issued for fiscal years beginning after December 15, 2019 with early adoption permitted, using a modified retrospective approach. The Organization has not elected early adoption of the provisions of ASU 2016-02 and is undetermined if it will have a significant impact on its financial position, results of operations or cash flows.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2016 and 2015

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. The total cost estimate is based on an overall cost to charge ratio applied against gross charity care charges. The net cost of charity care provided was approximately $244,000 and $197,000 for the years ended June 30, 2016 and 2015, respectively. Gross patient service revenue provided on a charity care basis was approximately 1.4% and 2.9% for the years ended June 30, 2016 and 2015, respectively.

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 2016 and 2015, 623 and 612 patients received charity care out of a total of 11,513 and 9,881 patients, respectively. The Organization provides health care services to residents of Plymouth, New Hampshire as well as Bristol, New Hampshire and their surrounding areas, 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:

For dental services, patients with family income less than 100% of the Community Services Administration Income Poverty Guidelines shall only be responsible for a nominal fee assessed by the Organization and not the balance of their account for services received. Those with family income at least equal to 101%, but not exceeding 125% of the Federal Poverty Guidelines, receive a 65% discount. Those with family income at least equal to 126%, but not exceeding 150% of the guidelines, receive a 55% discount. Those with family income at least equal to 151%, but not exceeding 200% of the guidelines, receive a 45% discount.

For all other services, patients with family income less than 100% of the Community Services Administration Income Poverty Guidelines shall only be responsible for a nominal fee assessed by the Organization and not the balance of their account for services received. Those with family income at least equal to 101%, but not exceeding 138% of the Federal Poverty Guidelines, shall be responsible for a $20 fee for each encounter. Those with family income at least equal to 139%, but not exceeding 160% of the guidelines, will be responsible for a $30 fee for each encounter. Those with family income at least equal to 161%, but not exceeding 180% of the guidelines, will be responsible for a $40 fee for each encounter. Those with family income at least equal to 181%, but not exceeding 200% of the guidelines, will be responsible for a $50 fee for each encounter.

3. 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 for the years ended June 30:

	2016	2015
Gross patient service revenue	$ 8,797,536	$ 6,964,894
Third-party payor settlements	71,183	61,632
Less: Contractual allowances and discounts	2,550,493	1,832,782
Net patient service revenue before provision for bad debts	6,318,226	5,193,744
Less: Provision for bad debt	350,491	246,767
Net patient service revenue	$ 5,967,735	$ 4,946,977

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2016 and 2015

3. Net Patient Service Revenue and Patient Accounts Receivable (continued):

Net Patient Service Revenue by Payor Source

The Organization's net patient service revenue before provision for bad debts was comprised of the following for the years ended June 30:

	2016	2015
Governmental payors	$ 3,507,333	$ 2,677,929
Other third-party payors	2,481,572	2,265,898
Self-pay	329,321	249,917
Total all payors	$ 6,318,226	$ 5,193,744

Patient Accounts Receivable – Patient accounts receivable is reported net of estimated contractual allowances and allowance for doubtful accounts, as follows, as of June 30:

	2016	2015
Patient accounts receivable	$ 1,318,578	$ 1,132,241
Less: Estimated contractual allowances and discounts	340,435	267,101
Less: Estimated allowance for doubtful accounts	242,371	237,000
Patient accounts receivable, net	$ 735,772	$ 628,140

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.

4. 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.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2016 and 2015

5. Grants and State Contracts:

The Organization receives various reimbursement grants from the federal government, 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:

	Earned Grant and State Contract Revenue		Outstanding Receivable		Deferred Grants and State Contract Revenue	
	2016	2015	2016	2015	2016	2015
HPHC Quality Grant - 2013	$ -	$ -	$ 17,939	$ 17,939	$ 17,939	$ 17,939
HRSA-PATT Grant - 2015	40,992	107,001	-	-	-	-
HRSA Grant - 2014 - 2016	1,056,374	1,013,623	942,239	665,017	943,007	540,353
Bi-State PCA Grant	90	124,142	-	58,740	-	-
NH Primary Care Contract - 2015		175,511	-	14,626	-	23,676
NH Primary Care Contract - 2016	193,933	-	17,758	227,722	4,254	227,722
NH Primary Care Contract - 2017	-	-	157,222	-	157,222	-
Emergency Preparedness Grant - 2014	-	157,768	45,433	48,547	-	-
Emergency Preparedness Grant - 2015	260,554	-	-	-	-	-
HRSA-IGNITE-2016	107,480	-	-	-	-	-
Other Grant and Contract Awards	109,227	150,523	64,308	92,825	8,599	29,140
	$ 1,768,650	$ 1,728,568	$ 1,244,899	$ 1,125,416	$ 1,131,021	$ 838,830

6. Property and Equipment:

Property and equipment consisted of the following as of June 30:

	2016	2015
Land	$ 525,773	$ 525,773
Buildings	6,346,118	6,346,118
Leasehold improvements	170,174	97,798
Furniture, fixtures and equipment	1,115,766	1,028,215
Projects in progress	-	72,376
	8,157,831	8,070,280
Less: Accumulated depreciation	1,713,158	1,443,700
	$ 6,444,673	$ 6,626,580

Depreciation and amortization expense, including amortization expense on capital lease obligations, for the years ended June 30, 2016 and 2015 amounted to $284,435 and $252,473, respectively.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2016 and 2015

7. Deferred Financing Costs:

Costs related to obtaining financing are deferred and reported net of accumulated amortization. Amortization is recognized on a straight-line basis over the period the related obligations are outstanding.

In August 2013, the Organization recognized financing costs related to the mortgaging of its Plymouth facility totaling $49,015. The obligation has a term of 240 months and matures in August 2033. Accumulated amortization as of June 30, 2016 and 2015 was $7,149 and $4,697, respectively. Amortization expense included in interest expense for the years ended June 30, 2016 and 2015 was $2,451.

In August 2013, the Organization recognized financing costs related to the issuance of a note payable totaling $6,000. The obligation has a term of 60 months and matures in August 2016. Accumulated amortization as of June 30, 2016 and 2015 was $5,833 and $3,833, respectively. Amortization expense included in interest expense for the years ended June 30, 2016 and 2015 was $2,000.

8. 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, 2016 and 2015 was $916. Accumulated amortization was $9,163 and $8,247 as of June 30, 2016 and 2015, respectively.

9. Lines of Credit:

The Organization had an available line of credit with a maximum borrowing amount of $100,000 as of June 30, 2016. 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, 2016 and 2015.

10. Long-Term Debt:

Long-term debt consisted of the following as of June 30:

	2016	2015
Woodsville Guarantee Savings Bank note payable, maturing August 2033, principal and interest payable in 240 monthly installments of $18,194 through August 2033. Interest is charged at a rate of 5.25%.	$ 2,466,618	$ 2,552,970
Woodsville Guarantee Savings Bank note payable, maturing August 2018, principal and interest payable in 60 monthly installments of $3,757. Interest is charged at a rate of 4%.	93,419	133,884
Capital Regional Development Council note payable, maturing August 2016, 36 interest only payments at a rate of 6%. Pending compliance with provisions of the loan agreement, the outstanding principal of the note will be forgiven in August 2016.	250,000	250,000

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2016 and 2015

10. Long-Term Debt (continued):

	2016	2015
United States of America Department of Agriculture note payable, maturing April 2045, principal and interest payable in 360 monthly payments of $10,904. Interest is charged at a rate of 3.5% (see Note 10a).	2,368,751	2,415,386
Total debt	5,178,788	5,352,240
Less: current portion	431,412	173,453
Long-term debt, less current portion	$ 4,747,376	$ 5,178,787

10a In September 2013, the Organization refinanced its then outstanding Woodsville Guarantee Savings Bank interim note payable with a construction loan. The new loan had an advancement amount of up to $2,700,000, and called for interest only payments at a rate of 5% beginning October 2013, for 23 consecutive months, and 1 balloon payment of principal and accrued unpaid interest due September 2015. In April 2015, the Organization entered into a long-term debt arrangement with the United States of American Department of Agriculture ("USDA") totaling $2,423,000. The proceeds from the loan were used to refinance the construction loan balance and unpaid accrued interest and to satisfy outstanding invoices related to the construction of the Bristol property. The loan is secured by the Organization's property located in Bristol, New Hampshire. The loan agreement requires the Organization to establish a reserve account which is to be funded in monthly installments of $1,090 until the accumulated sum of reserve funding reaches $130,848, after which no further funding is required except to replace withdrawals. As of June 30, 2016, the reserve account totaled $37,473, reflected on the consolidated statement of financial position as restricted cash.

Future maturities of long-term debt are as follows as of June 30, 2016:

2017	$ 431,412
2018	189,748
2019	160,342
2020	160,152
2021	167,797
Thereafter	4,069,337
	$ 5,178,788

11. Capital Lease Obligations:

The Organization has entered into capital lease obligations on certain equipment. The term of the lease is for five years expiring in September 2019. Accordingly, the Organization has recorded the transactions as capital lease obligations. For the years ended June 30, 2016 and 2015, amortization expense totaling $2,729 and $6,371, respectively, was included in depreciation and amortization expense. The cost basis of all equipment under capital leases was $31,108 and $23,108 as of June 30, 2016 and 2015, respectively.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2016 and 2015

11. Capital Lease Obligations (continued):

The following is a schedule, by year, of future minimum lease payments under the capital leases as of June 30, 2016:

2017	$	2,400
2018		2,400
2019		2,400
2020		600
Total minimum lease payments		7,800
LESS: Amount representing interest		890
Present value of minimum lease payments		6,910
LESS: Current portion		1,857
Long-term capital lease obligations	$	5,053

12. Malpractice Insurance Coverage:

The Organization is involved in litigation arising in the ordinary course of business. Claims alleging malpractice have been asserted against the Organization. The Organization is insured for malpractice under a claims-made policy. This type of policy covers malpractice claims which are reported to the insurance carrier during the policy term. Based on management's evaluation of malpractice claims, reserves for professional liability claims were $250,000 and $750,000 as of June 30, 2016 and 2015, respectively, and are included in accrued expenses and other current liabilities in the accompanying consolidated statements of financial position.

The Organization's professional liability risks, in excess of certain per claim amounts, are insured through the policy described above. The amounts receivable under the policy totaled $250,000 and $750,000 as of June 30, 2016 and 2015, respectively, and are included in prepaid expenses and other receivables in the accompanying consolidated statements of financial position.

13. Commitments and Contingencies:

Real Estate Taxes – As of June 30, 2016, the Organization was in discussions with the Town of Plymouth, New Hampshire Municipal Corporation ("Town") related to the tax-exempt status of its operating facility. The Organization's management team contended that the Organization was no longer required to pay real estate taxes associated with its operating facility effective the date that MSCDC received its tax-exempt status (see Note 1), so long as the Organization timely files its application for tax exemption with the Town on an annual basis. Subsequent to June 30, 2016, the Organization and the Town agreed to a payment in lieu of taxes for a period of 10 years. The agreement identified real estate taxes previously paid by the Organization to the Town that the Organization was not required to pay as a result of its tax-exempt status. The sum of the overpayments will be applied evenly on an installment basis over the 10 year period, totaling $50,000. The Organization remains subject to its requirement to timely file its application for tax exemption with the Town on an annual basis.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2016 and 2015

14. 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:

	2016	2015
Medicare	17.9%	27.6%
Medicaid	27.7%	22.8%
Blue Cross	16.9%	13.6%
Patients	10.6%	12.3%
Other third-party payors	26.9%	23.7%
	100.0%	100.0%

The mix of gross patient service revenue from patients and third-party payors was as follows at June 30:

	2016	2015
Medicare	33.2%	37.0%
Medicaid	17.4%	14.7%
Blue Cross	18.6%	20.9%
Patients	6.7%	6.2%
Other third-party payors	24.1%	21.2%
	100.0%	100.0%

15. 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, 2016 and 2015 were $112,637 and $95,333, respectively.

16. Other Operating Revenue:

The following summarizes components of other operating revenue for the years ended June 30:

	2016	2015
Other operating revenue:		
Pharmacy income - 340B	$ 957,003	$ 772,881
Anthem shared savings	195,423	131,067
Montessori Center	139,226	140,198
Meaningful Use	-	52,353
Other operating revenue	28,240	37,536
	$ 1,319,892	$ 1,134,035

MID-STATE HEALTH CENTER AND SUBSIDIARY

Notes to Consolidated Financial Statements

As of and for the Years Ended June 30, 2016 and 2015

17. 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, 2016 and 2015 was $3,110 and $6,020, 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, 2016 and 2015, "accrued expenses and other current liabilities" include an accrued liability related to these plans of $8,600.

18. Related Party:

During 2011, the Organization was gifted a sole membership interest in MSCDC (see 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, 2016 and 2015 was $23,104, included in depreciation and amortization in the consolidated statement of activities.

19. Subsequent Events:

The Organization has reviewed events occurring after June 30, 2016 through October 18, 2016, the date the board of trustees accepted the final draft of the consolidated financial statements and made them available to be issued. Other than the items noted below, the Organization has not identified other events requiring disclosure that have occurred between the period of June 30, 2016 and the report date, October 18, 2016. The Organization has not reviewed events occurring after the report date for their potential impact on the information contained in these consolidated financial statements.

In September 2016, the Organization reached an agreement with the Town of Plymouth New Hampshire Municipal Corporation regarding its tax-exempt status and a payment in lieu of taxes (Note 13).

In September 2016, the Organization entered into a settlement agreement regarding a malpractice suit that was outstanding as of the year ended June 30, 2016 (Note 12). The settlement calls for the Organization's malpractice insurance to pay $250,000.

In August 2016, MSCDC's $250,000 Capital Regional Development Council note payable was forgiven, as scheduled, given compliance with requirements in the note agreement (Note 10).

MID-STATE HEALTH CENTER
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2016

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-through Entity or Award Identifying Number	Federal Expenditures	Passed through to Subrecipients
U.S. Department of Health and Human Services:				
Health Center Program	93.224		$ 1,056,374	$ -
Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement Program	93.912		40,992	-
			1,097,366	-
Passed through N.H. Department of Health and Human Services:				
Grant to States to Support Oral Health Workforce Activities	93.236	22-3061156	90	-
Block Grants for Prevention and Treatment of Substance Abuse	93.959	FAIN TI010035-14 FAIN T1010035-15	209,364	-
Immunization Cooperative Agreements	93.268	FAIN H23IP000757	11,840	-
Prevention Health and Health Services Block Grant funded solely with Prevention and Public Health Funds (PPHF)	93.758	FAIN B01OT009037	17,717	-
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative Agreements	93.074	FAIN U90TP000535	55,412	-
Maternal and Child Health Services Block Grant to the States	93.994	Unknown	10,735	-
Total passed through N.H. Department of Health and Human Services			305,158	-
Total U.S. Department of Health and Human Services			1,402,524	-
TOTAL EXPENDITURES OF FEDERAL AWARDS			$ 1,402,524	$ -

The accompanying notes to financial statements are an integral part of this schedule.

MID-STATE HEALTH CENTER

Notes to Schedule of Expenditures of Federal Awards

For the Year Ended June 30, 2016

1. Basis of Presentation:

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal grant activity of MSHC under programs of the federal government for the year ended June 30, 2016. The information in the schedule is presented in accordance with the requirements of Title 2 US. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Since the schedule presents only a selected portion of the operations of MSHC, it is not intended to and does not present the statement of financial position, statement of activities and changes in net assets or cash flows of MSHC.

2. 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 Subpart E of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The Schedule includes Catalog of Federal Domestic Assistance (CFDA) and pass-through award numbers when available.

MSHC did not elect to use the 10% de minimis indirect cost rate.

TYLER, SIMMS & ST. SAUVEUR, CPAs, P.C.
Certified Public Accountants & Business Consultants

Report 1

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 Trustees of
Mid-State Health Center:

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 Mid-State Health Center ("MSHC") (a nonprofit organization), which comprise the statement of financial position as of June 30, 2016, and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated October 18, 2016.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered MSHC'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 MHSC's internal control. Accordingly, we do not express an opinion on the effectiveness of MSHC'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.

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Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* (continued)

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 MSHC's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Tyler, Simms and St. Sauveur, CPAs, P.C.

Lebanon, New Hampshire
October 18, 2016

TYLER, SIMMS & ST. SAUVEUR, CPAs, P.C.
Certified Public Accountants & Business Consultants

Report 2

Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance

To the Board of Trustees of
Mid-State Health Center:

Report on Compliance for Each Major Federal Program

We have audited Mid-State Health Center's ("MSHC") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of MSHC's major federal programs for the year ended June 30, 2016. MHSC's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of MSHC's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about MSHC'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 MSHC's compliance.

Tyler, Simms & St. Sauveur, P.C. • 19 Morgan Drive • Lebanon, NH 03766 • Ph. 603-653-0044 • Fax 603-653-0209

www.tss-cpa.com

Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance (continued)

Opinion on Each Major Federal Program

In our opinion, MSHC complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2016.

Report on Internal Control Over Compliance

Management of MSHC 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 MSHC's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of MSHC's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Tyler, Simms and St. Sauveur, CPAs, P.C.

Lebanon, New Hampshire
October 18, 2016

MID-STATE HEALTH CENTER

Schedule of Findings and Questioned Costs

As of and For the Year Ended June 30, 2016

SECTION I - SUMMARY OF AUDITORS' RESULTS

Financial Statements

Type of auditors' report issued	*Unmodified*
Internal control over financial reporting:	
Material weakness identified	____ Yes _X_ No
Significant deficiencies identified that are not considered to be material weaknesses	____ Yes _X_ None reported
Non-compliance material to financial statements noted	____ Yes _X_ No

Federal Awards

Internal control over major programs:	
Material weakness identified	____ Yes _X_ No
Significant deficiencies identified that are not considered to be material weaknesses	____ Yes _X_ None reported
Type of auditors' report issued on compliance for major programs	*Unmodified*
Any audit findings disclosed that are required to be reported in accordance with Section 200.516(a) of the Uniform Guidance	____ Yes _X_ No

Identification of major programs:

Federal CFDA Number	Name of Federal/Local Program
93.224	Health Center Program

Dollar threshold used to distinguish between Type A and Type B programs	$750,000
Auditee qualified as low-risk auditee?	_X_ Yes ____ No

SECTION II - FINANCIAL STATEMENT FINDINGS

There were no findings related to the financial statements which are required to be reported in accordance with generally accepted Government Auditing Standards (GAGAS).

SECTION III - FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

There were no findings or questioned costs for Federal awards (as defined in Section 200.516(a) of the Uniform Guidance) that are required to be reported.

MID-STATE HEALTH CENTER
Schedule of Findings and Questioned Costs (continued)
As of and For the Year Ended June 30, 2016

SECTION IV - PRIOR YEAR AUDIT FINDINGS

2015-001

Criteria: There should be a review of grant awards for their classification and recording as either contributions or exchange transactions.

Condition: A policy and method have been developed to determine the classification of grant awards as either contributions or exchange transactions.

2015-002

Criteria: There should be segregation of duties.

Condition: There are now more employees involved in the duties related to patient receivables and grant activity.

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Financial Position – Assets – Schedule 1

As of June 30, 2016

	MSHC	MSCDC	ELIMINATION	TOTAL
Assets				
Current assets				
Cash and cash equivalents	$ 1,009,778	$ 435,491	$ -	$ 1,445,269
Restricted cash	37,473	-	-	37,473
Patient accounts receivable, net	735,772	-	-	735,772
Estimated third-party settlements	50,000	-	-	50,000
Contracts and grants receivable	1,244,899	-	-	1,244,899
Prepaid expenses and other receivables	508,047	-	-	508,047
Total current assets	3,585,969	435,491	-	4,021,460
Related party note receivable	418,162	-	(418,162)	-
Property and equipment, net	2,803,939	2,926,437	714,297	6,444,673
Other assets				
Deferred financing costs	6,225	42,033	-	48,258
Other assets	120,896	-	(120,896)	-
Investment in subsidiary	714,297	-	(714,297)	-
Total other assets	841,418	42,033	(835,193)	48,258
Total assets	$ 7,649,488	$ 3,403,961	$ (539,058)	$ 10,514,391

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Financial Position – Liabilities and Net Assets – Schedule 1

As of June 30, 2016

	MSHC	MSCDC	ELIMINATION	TOTAL
Liabilities				
Current liabilities				
Accounts payable	$ 100,923	$ 6,600	$ -	$ 107,523
Accrued expenses and other current liabilities	300,944	16,156	-	317,100
Accrued payroll and related expenses	269,391	-	-	269,391
Accrued earned time	368,116	-	-	368,116
Current portion of long-term debt	48,302	383,110	-	431,412
Current portion of capital lease obligations	1,857	-	-	1,857
Deferred grants and state contract revenue	1,131,021	-	-	1,131,021
Total current liabilities	2,220,554	405,866	-	2,626,420
Lease deposits	-	120,896	(120,896)	-
Related party note payable	-	418,162	(418,162)	-
Long-term debt, less current portion	2,320,449	2,426,927	-	4,747,376
Capital lease obligations, less current portion	5,053	-	-	5,053
Total liabilities	4,546,056	3,371,851	(539,058)	7,378,849
Net assets				
Unrestricted	2,374,739	32,110	-	2,406,849
Temporarily restricted	728,693	-	-	728,693
Total net assets	3,103,432	32,110	-	3,135,542
Total liabilities and net assets	$ 7,649,488	$ 3,403,961	$ (539,058)	$ 10,514,391

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Activities and Changes in Net Assets – Schedule 2

For the Year Ended June 30, 2016

	MSHC	MSCDC	ELIMINATION	TOTAL
Changes in unrestricted net assets				
Unrestricted revenue, gains and other support				
Patient service revenue (net of contractual allowances and discounts)	$ 6,318,226	$ -	$ -	$ 6,318,226
Provision for bad debts	350,491	-	-	350,491
Net patient service revenue	5,967,735	-	-	5,967,735
Contracts and grants	1,768,650	-	-	1,768,650
Contributions	9,336	-	-	9,336
Other operating revenue	1,319,338	308,765	(308,211)	1,319,892
Net assets released from restrictions used for operating	198,384	-	-	198,384
Total unrestricted revenue, gains and other support	9,263,443	308,765	(308,211)	9,263,997
Expenses				
Salaries and wages	5,311,523	-	-	5,311,523
Employee benefits	1,118,449	-	-	1,118,449
Insurance	76,446	-	-	76,446
Professional fees	529,307	7,500	-	536,807
Supplies and expenses	1,501,626	2,386	(308,211)	1,195,801
Depreciation and amortization	166,142	95,189	23,104	284,435
Interest expense	77,968	156,043	-	234,011
Total expenses	8,781,461	261,118	(285,107)	8,757,472
Increase in net assets from operating activities	481,982	47,647	(23,104)	506,525
Non-operating gains (losses)				
Loss on disposal of fixed assets	(999)	-	-	(999)
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)	(999)	-	23,104	22,105
Increase in unrestricted net assets	480,983	47,647	-	528,630
Changes in temporarily restricted net assets				
Contributions	150,000	-	-	150,000
Net assets released from restrictions	(221,488)	-	-	(221,488)
Decrease in temporarily restricted net assets	(71,488)	-	-	(71,488)
Change in net assets	409,495	47,647	-	457,142
Net assets (deficit), beginning of year	2,693,937	(15,537)	-	2,678,400
Net assets, end of year	$ 3,103,432	$ 32,110	$ -	$ 3,135,542

MID-STATE HEALTH CENTER AND SUBSIDIARY
Consolidating Statement of Financial Position – Assets – Schedule 3
As of June 30, 2015

	MSHC	MSCDC	ELIMINATION	TOTAL
Assets				
Current assets				
Cash and cash equivalents	$ 309,854	$ 441,156	$ -	$ 751,010
Restricted cash	37,416	-	-	37,416
Patient accounts receivable, net	628,140	-	-	628,140
Estimated third-party settlements	50,000	-	-	50,000
Contracts and grants receivable	1,125,416	-	-	1,125,416
Prepaid expenses and other receivables	1,074,680	-	(2,275)	1,072,405
Total current assets	3,225,506	441,156	(2,275)	3,664,387
Related party note receivable	450,322	32,160	(482,482)	-
Property and equipment, net	2,867,553	3,021,626	737,401	6,626,580
Other assets				
Deferred financing costs	6,442	46,484	-	52,926
Deposits and other assets	121,534	-	(120,618)	916
Investment in subsidiary	737,401	-	(737,401)	-
Total other assets	865,377	46,484	(858,019)	53,842
Total assets	$ 7,408,758	$ 3,541,426	$ (605,375)	$ 10,344,809

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Financial Position – Liabilities and Net Assets (Deficit) – Schedule 3

As of June 30, 2015

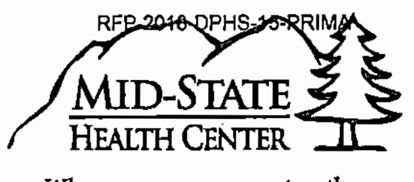
	MSHC	MSCDC	ELIMINATION	TOTAL
Liabilities and net assets				
Current liabilities				
Accounts payable	$ 192,050	$ 33,913	$ (2,275)	$ 223,688
Accrued expenses and other current liabilities	795,100	15,256	-	810,356
Accrued payroll and related expenses	151,805	-	-	151,805
Accrued earned time	286,748	-	-	286,748
Current portion of long-term debt	46,635	126,818	-	173,453
Current portion of capital lease obligations	2,742	-	-	2,742
Deferred grants and state contract revenue	838,830	-	-	838,830
Total current liabilities	2,313,910	175,987	(2,275)	2,487,622
Lease deposits	-	120,618	(120,618)	-
Related party note payable	32,160	450,322	(482,482)	-
Long-term debt, less current portion	2,368,751	2,810,036	-	5,178,787
Capital lease obligations, less current portion	-	-	-	-
Total liabilities	4,714,821	3,556,963	(605,375)	7,666,409
Net assets (deficit)				
Unrestricted	1,893,756	(15,537)	-	1,878,219
Temporarily restricted	800,181	-	-	800,181
Total net assets (deficit)	2,693,937	(15,537)	-	2,678,400
Total liabilities and net assets (deficit)	$ 7,408,758	$ 3,541,426	$ (605,375)	$ 10,344,809

MID-STATE HEALTH CENTER AND SUBSIDIARY

Consolidating Statement of Activities and Changes in Net Assets (Deficit) – Schedule 4

For the Year Ended June 30, 2015

	MSHC	MSCDC	ELIMINATION	TOTAL
Changes in unrestricted net assets				
Unrestricted revenue, gains and other support				
Patient service revenue (net of contractual allowances and discounts)	$ 5,193,744	$ -	$ -	$ 5,193,744
Provision for bad debts	246,767	-	-	246,767
Net patient service revenue	4,946,977	-	-	4,946,977
Contracts and grants	1,728,568	-	-	1,728,568
Contributions	11,845	-	-	11,845
Other operating revenue	1,133,735	331,011	(330,711)	1,134,035
Net assets released from restrictions used for operating	27,220	-	-	27,220
Total unrestricted revenue, gains and other support	7,848,345	331,011	(330,711)	7,848,645
Expenses				
Salaries and wages	4,730,533	-	-	4,730,533
Employee benefits	917,197	-	-	917,197
Insurance	97,966	-	-	97,966
Professional fees	447,394	6,625	-	454,019
Supplies and expenses	1,473,997	36,399	(330,711)	1,179,685
Depreciation and amortization	147,576	81,793	23,104	252,473
Interest expense	114,346	162,034	-	276,380
Total expenses	7,929,009	286,851	(307,607)	7,908,253
Increase (decrease) in net assets from operating activities	(80,664)	44,160	(23,104)	(59,608)
Non-operating gains (losses)				
Loss on investment in subsidiary	(23,104)	-	23,104	-
Net assets released from restrictions used for property and equipment	223,104	-	-	223,104
Total non-operating gains (losses)	200,000	-	23,104	223,104
Increase in unrestricted net assets	119,336	44,160	-	163,496
Changes in temporarily restricted net assets				
Contributions	240,000	-	-	240,000
Net assets released from restrictions	(250,324)	-	-	(250,324)
Decrease in temporarily restricted net assets	(10,324)	-	-	(10,324)
Change in net assets	109,012	44,160	-	153,172
Net assets (deficit), beginning of year	2,584,925	(59,697)	-	2,525,228
Net assets (deficit), end of year	$ 2,693,937	$ (15,537)	$ -	$ 2,678,400



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Mid-State Health Center
Board of Directors

Carol Bears	Voting Member	Term Exp: 6/30/18
Todd Bickford	Voting Member	Term Exp: 6/30/20
Ann Blair	**Secretary**	Term Exp: 6/30/18
Tracy Claybaugh	Voting Member	Term Exp: 6/30/20
James Dalley	Voting Member	Term Exp: 6/30/19
Audrey Goudie	Voting Member	Term Exp: 6/30/19
Peter Laufenberg	**Vice President**	Term Exp: 6/30/20
Robert MacLeod	**President**	Term Exp: 6/30/19
Richard Manzi	Voting Member	Term Exp: 6/30/19
Timothy Naro	**Treasurer**	Term Exp: 6/30/20
Cynthia Standing	Voting Member	Term Exp: 6/30/18
Jeff White	Voting Member	Term Exp: 6/30/18

Plymouth Office: 101 Boulder Point Drive • PH (603) 536-4000 • FAX (603) 536-4001
Bristol Office: 100 Robie Road • PH (603) 744-6200 • FAX (603) 744-9024
Mailing Address: 101 Boulder Point Drive • Suite 1 • Plymouth, NH 03264

Samuel Appiah

QUALITY IMPROVEMENT ANALYST - COMMUNITY HEALTHLINK- UMASS MEMORIAL

Authorized to work in the US for any employer

WORK EXPERIENCE

QUALITY IMPROVEMENT ANALYST

COMMUNITY HEALTHLINK- UMASS MEMORIAL - Worcester, MA - 2016-04 - Present

• Responsible for understanding the clinical and operational implications of measuring patient safety, core measures, patient satisfaction and utilization management and performing necessary database and statistical analyses for evaluating trends in process, resource utilization, patient outcomes, satisfaction levels, cost and functional outcomes; Produce descriptive and analytic reports in support of quality improvement programs and develop a thorough understanding of clinical and operational data systems integral to providing analytical support and project management for performance initiatives;

• Provide ad hoc data query and analysis support for hospital end-users that involve clinical interpretation of data (such as diagnoses, procedures, complications, mortalities, disease and utilization management) while ensuring integrity and quality of data and acting as a consultant within the health system in planning group processes and facilitating continuous data development and enhanced reporting.
• Participates on multi-disciplinary clinical quality improvement teams.
• Participates in the training/mentoring of leadership in performance improvement methodology.
• Works with project teams to develop and implement measures.
• Designs complex data analysis tools.
• Analyzes and organizes data to facilitate targeted clinical interventions aimed at improving patient care and institutional strategic planning.
• Conducts analysis to ascertain the most efficient, effective and productive processes to accomplish department goals and objectives.
• Recommends methods to ensure maximum utilization of facilities and human resources.
• Identifies systems specifications and/or technical changes to procedures for transition and/or development of automated processes.
• Documents business and systems requirements of departments for use in development of processes and systems.
• Provides guidance in procedural development process to department administration.
• Uses PDSA cycles in solving problems.
• Knowledge about LEAN principles and the use of FMEA
• Conducts LEAN White Belt trainings to new employees.

PROJECT MANAGER

COMMUNITY HEALTHLINK - Worcester, MA - 2015-03 - 2016-04

• Responsible for monitoring all aspects of assigned projects. This may include, but is not limited to: project deliverables such as project charter, scope, timelines, resources, budget, risks and issues, relationships, and communication.
• Responsible for managing the organization's website including staff web.
• Responsible for implementation of our new electronic health record systems

• Responsible for ensuring that project is delivered on time, within budget, and meets or exceeds quality expectations.
• Provides project management coordination, support, and assistance in all aspects of project analysis, management, and closure. This includes assisting with communications, following-up on issues and actions, and tracking multiple project components.
• Performs repeatable project coordination to achieve the initiating, planning, executing, monitoring/controlling, and closing processes for assigned projects.
• Collects and analyzes project or program metrics in coordination.
• Helps track and document completion of work plan activities.
• Monitors/manages low to moderate complexity projects according to plan, measures and raises concerns or risks, as appropriate with limited supervision.
• Collects data and performs analysis to assist in preparing, portfolio, program or project progress reports
• Identifies and participates in quality improvement projects/activities
• Engages in all necessary training that is related to job performance.
• Performs other related professional duties required in order to provide quality project management services

ENROLLMENT OPERATIONS REPRESENTATIVE

FALLON COMMUNITY HEALTH PLAN - Worcester, MA - 2012-10 - 2015-03

• Provide knowledgeable response to internal and external customer inquiries and concerns regarding enrollment processes with regards to qualifying events, policies and procedures, ID cards, and selection of primary care physicians
• Reconcile membership/billing reports with employer group or intermediary data to ensure accuracy of information
• Provide all necessary eligibility support to the Sales department as needed
• Maintain current inventory and timely closure of all assigned issues
• Process all transactions related to subscriber/member data in a timely and accurate manner
• Maintain active and consistent availability on the phone system as scheduled
• Participate in departmental and company-wide process improvement projects as assigned

DATA ENTRY SPECIALIST

IRON MOUNTAIN - Northborough, MA - 2012-05 - 2012-06

• Entered alphabetic, numeric, or symbolic data from source document
• Compared data entered with source documents to ensure accuracy
• Re-entered data in verification format to detect errors
• Compiled, sorted, and verified the accuracy of data to be entered
• Entered commands to store/save the data in the computer

LOGISTICS AND OPERATIONS ASSISTANT

MTM LABORATORY - Westborough, MA - 2011-12 - 2012-03

• Performed data entry with the use of JD Edwards to check inventory availability
• Processed all customer orders and distributed requests to appropriate recipients
• Sent efax and email confirmation to customers confirming their orders
• Extracted pages from customers' files and mailed them their order acknowledgement
• Posted all checks related to customer orders into their respective files
• Recorded inventory after all the customer orders had been shipped with the use of JD Edwards
• Answered phones calls to take customer orders

SOCCER COACH

PITTSBURGH RIVER HOUNDS ACADEMY - Pittsburgh, PA - 2011-04 - 2011-08

Coached young children and young adults in the discipline and techniques of soccer.

Pittsburgh River Hounds - Pittsburgh, PA - 2011 - 2011

Regular starter for the Pittsburgh River Hounds.

Houston Dynamo Major League Soccer - Houston, TX - 2010 - 2011

Played professional soccer in a team setting

CONVERSION CREW

BOSTON UNIVERSITY'S AGGANIS ARENA - Boston, MA - 2009-01 - 2010-01

Designed performance stage for all concerts and converted the arena for basketball and hockey games

DATA ENTRY CLERK/OPERATIONS STAFF/CSR

BOSTON UNIVERSITY'S ATHLETIC DEPARTMENT - Boston, MA - 2006-09 - 2009-05

- Served as facilities/operations staff and ensured that venues for athletic events were well organized and set up.
- Received and directed calls within the athletics department
- Assisted guests as needed

Midfielder/Captain

Massachusetts Men's U - Boston, MA - 2007 - 2009

OPERATIONS STAFF/CSR

BOSTON UNIVERSITY'S ATHLETIC DEPARTMENT - Boston, MA - 2007-05 - 2008-05

- Ensured that inventories of all microwaves and fridges were documented
- Took customer requests for either microwaves or rack raisers and supplied them their needs
- Prepared weekly expense reports

Captain/ Midfielder

Boston University Men's Soccer Team - Boston, MA - 2006 - 2008

EDUCATION

Bachelor of Science in Business Administration and Business Management

BOSTON UNIVERSITY - Boston, MA

MBA

Assumption College - Worcester, MA

SKILLS

OPERATIONS, PROJECT MANAGEMENT, BELT CERTIFIED, BLACK BELT, CUSTOMER SERVICE

ADDITIONAL INFORMATION

SKILLS

- Chairman of Inclusion Initiative Committee (Advisory Committee)
- Yellow and White Belt Certified (Lean)
- Member of Clinical Practices Operational Committee

- High knowledge of issues relating to quality improvement and LEAN principles (Sigma Six), project management, business management, banking and operations management
- Thorough knowledge in issues relating to customer service and business administration
- Excellent problem and conflict resolution skills
- Strong analytical, facilitation reasoning and independent decision-making skills
- Demonstrated ability to work well in a high pace and on a multidisciplinary team
- Self-motivated, able to set effective priorities and implement decisions to achieve immediate and long term goals
- Computer literacy: SharePoint, Microsoft Projects, Microsoft Project Web App, Microsoft PowerPoint, QNXT, Caremark, Emdeon, Avenue, Microsoft Word, Microsoft Excel, information retrieval, internet etc.

CURRICULUM VITAE

Diane L. Arsenault, MD

Home Address:

Office Address: Mid-State Health Center
101 Boulder Point Drive
Plymouth, NH 03264
Phone: (603) 536-4000
Fax: (603) 536-4001

Licensure: New Hampshire, # 8250, initial date 1990, expiration date — 6/30/09

Certification: Board Certification - American Board of Family Medicine
Date of Certification: 1983-1989
Dates of recertification: 1989-1995,1995-2002 ,2002-2008, 2008-2015

Education: Dartmouth College, A.B. cum laude - Biology 1973- 1977
Dartmouth Medical School - M.D. 1977 — 1980

Residency: St. Joseph's Hospital Family Practice Residency 1980-1983
Syracuse, NY
Chief Resident 1982-1983

Professional: Experience: Mid-State Health Center, Plymouth, NH 1996-present
Pemi-Baker Home Health and Hospice, Plymouth, NH –
Hospice Medical Director - 1998 - present
Mad River Health Center, Campton, NH 1990- 1996
Oak Orchard Community Health Center, Albion, NY 1983-1990

Speare Memorial Hospital Plymouth, NH — Active Staff 1990 — present
Medical Staff President — 1996- 1998, 2007 — present
Medical Staff Vice President — 1994 — 1996, 2005 — 2007
Medical Staff Secretary-Treasurer 2003 — 2005

Professional: Societies: American Academy of Family Practice — Fellow
New Hampshire Medical Society
New Hampshire Academy of Family Practice
American Academy of Hospice and Palliative Medicine
NH Hospice and Palliative Care Organization
American Women's Medical Association

Public: Service: Neighborfest Community Center Board, Campton, NH — 1998- present
NH Board of Medicine Medical Review Subcommittee: 2005-2008
Plymouth Congregational Church Ukama Partnership: 2005-present
Task Force against Domestic and Sexual Violence, Plymouth, NH 1992-1996
Albion, NY Rotary Club — 1987-1990, Paul Harris Fellow
Albion, NY Planned Parenthood Board: 1986-1988

Teaching: Activities: Dartmouth Medical School Assistant Adjunct Professor, Department of Medicine 1995 — present — Community preceptor in first and second year "On Doctoring" Course, third and fourth year medical student primary care rotations

Andrea M. Berry, D.O.

QUALIFICATIONS SUMMARY

- Professional, dedicated, self-motivated family practitioner with experience in a busy rural family practice office
- Understanding of medical issues affecting individuals and family dynamic
- Excellent communication skills
- Understanding and implementation of Hospice concept

PROFESSIONAL EXPERIENCE

Mid-State Health Center, Plymouth, Bristol, NH, 2012-present
Family Physician

Newfound Area Nursing Association, Bristol, NH, 2013-present
Hospice Medical Director

EDUCATION

University of New England College of Osteopathic Medicine, Biddeford, ME
Doctor of Osteopathic Medicine, 2009
W. Hadley Hoyt Award Recipient, 2009

Seton Hall University, South Orange, NJ
Bachelor of Science, 2003
Cum laude
Masters of Science, 2005
Summa cum laude

POSTGRADUATE TRAINING

PCOM/Heart of Lancaster Regional Medical Center, Lititz, PA
Family Medicine Resident, 2009 – 2012
Surgery Department Award, 2010
Pediatrics Department Award, 2010

LICENSURE AND CERTIFICATION

NH Board of Medicine, 2011-present
BLS Certification, 2009 - present
ACLS Certification, 2009 – 2012

PROFESSIONAL MEMBERSHIPS

New Hampshire Osteopathic Medical Association, 2012 - present
American College of Osteopathic Family Physicians, 2009 - present
American Academy of Family Physicians, 2011 - present
American Osteopathic Association, 2005 – present

COMMUNITY SERVICE

NH Marathon/Kids Run, Bristol, NH
Race volunteer, 2013

Patient Education Committee, Mid-State Health Center, Plymouth, NH
Clinician representative, 2013-present

Article Contribution, Bristol, Plymouth, NH
Articles submitted to local papers on Public Health topics, including Lyme

Disease and Sudden Infant Death Syndrome, 2013-present

McCaskey High School, Lancaster, PA
Sports physicals, 2009 - 2012

REFERENCES

Available upon request

Gary D. Diederich, M.D.

Home:

Office: Mid-State Health Center
100 Robie Road
Bristol, NH 03222
(603) 744-6200

EDUCATION:

1971 – 1975	BA .History, Holy Cross College, Worcester, MA
1975 – 1979	M.D. .The Pennsylvania State University, Hershey, PA

POSTGRADUATE TRAINING:

1979 – 1980	INTERNSHIP .FAMILY PRACTICE Akron City Hospital, Akron, OH
1980 – 1982	RESIDENCY .FAMILY PRACTICE Akron City Hospital, Akron, OH

PRACTICE EXPERIENCE:

1980 – 1982	EMERGENCY ROOM PHYSICIAN (Part-time) Alliance City Hospital, Alliance, OH
1980 – 1982	COURTESY STAFF (House Physician Coverage) Robinson Memorial Hospital, Ravenna, OH
3/90 – 2/92	COURTESY STAFF with privileges in Family Practice Speare Memorial Hospital, Plymouth, NH
8/84 – 8/88	VISITING STAFF with privileges in Family Practice Lakes Region General Hospital, Laconia, NH
8/88 – 1993	ACTIVE STAFF with privileges in Family Practice Lakes Region General Hospital, Laconia, NH
1993 – 3/96	VISITING STAFF with privileges in Family Practice Lakes Region General Hospital, Laconia, NH
6/82 – present	ACTIVE STAFF with privileges in Family Practice Franklin Regional Hospital, Franklin, NH

BOARD CERTIFICATION:

1982 – 1988	AMERICAN BOARD OF FAMILY PRACTICE
1988 .1994, 1994 .2001	Recertification

PROFESSIONAL LICENSE:

4/1/82	NEW HAMPSHIRE LICENSE #6515

PROFESSIONAL ORGANIZATIONS:

1979 – present	MEMBER, American Academy of Family Physicians
1981 – present	MEMBER, American Medical Association
1983 – present	MEMBER, New Hampshire Medical Association
1983 – present	MEMBER, Merrimack County Medical Society
	MEMBER, BOARD OF DIRECTORS -Blue Cross/Blue Shield of New Hampshire, Manchester, NH (term ended 3/94)
	MEMBER, Professional Advisory Committee, Blue Choice, Manchester NH (present)
	MEMBER, QA Committee, Cigna Healthsource, Concord, NH (present)

FACULTY APPOINTMENT:

1992 – present	Adjunct Assistant Professor of Community and Family Medicine, Dartmouth Medical School, Hanover, NH

HONORS:

1982	Outstanding Senior Resident Family Practice Center - Paramedical Staff Award

PUBLICATIONS:

03/82	Contributing Author "Complicated Obstetrics" Monograph (published by the *American Academy of Family* Physicians)

HOSPITAL COMMITTEES
AND OFFICES at Franklin Regional Hospital

1990 – 1992	PRESIDENT/Chief of Staff
1990 – 1992	CHAIRMAN, Executive Committee DURING Affiliation with Franklin Regional Hospital, have served various committee roles
CURRENT	CHAIRMAN nominating committee
CURRENT	MEMBER, OB committee

PERSONAL DATA:

Born in Pittsburgh, PA .March 28, 1953.

REFERENCES:

Personal and professional references provided upon request

Joseph Webb McKellar, LICSW, LLC

EDUCATION

University of New England, Biddeford, Maine, Masters of Social Work, May 1997
Washington & Jefferson College, Pennsylvania, Bachelor of Arts: Psychology and English May 1987
Plymouth Area High School, Plymouth, New Hampshire, June 1981

LICENSENTURE AND CERTIFICATIONS

State of New Hampshire Licensed Independent Clinical Social Worker
Certified Level I & II EMDR Practitioner

PROFESSIONAL/WORK EXPERIENCE

2013-Present **Private Practice: Joe Webb McKellar, LICSW, LLC**
50 Pleasant St. Concord, NH 03301

- Counseling families, couples, individuals, teens and children
- Work with variety of complex cases and utilize multiple approaches depending upon the needs of the client

2009-2013 **Team Leader & Case Worker** at Casey Family Services, Concord, NH

- Managed & supervised 4-6 social workers and 3 support staff in satellite office, Littleton, NH and after school program in Franklin, NH.
- Member of management team of 6 for 50+ employees with focus on staff training, development, state and federal compliance and achievement of agency's mission of services for children and families

1997-2009 Clinical Director, Child and Family Therapist at New England Salem Children's Trust & the Hunter School, Rumney, NH

- Supervised and managed clinical therapy department of two therapists
- Clinical supervision with direct care staff
- Coordinated adolescent psychotropic medication plans with prescribing Psychiatrist
- Managed approximately 15 cases
- Conducted individual and family therapy sessions
- Facilitated adolescent therapeutic groups
- Client assessment, mental health evaluation and diagnosis
- Development of individual treatment plans
- Court advocacy

1996-1997 **Clinical Social Work Intern** at Riverbend Community Mental Health, Concord, NH:

- Assisted with adolescents and families in the community mental health system
- Developed social skills groups for adolescents

1995-1996 **Medical Social Work Intern** at Community Home Health and Hospice, Laconia, NH:

- Worked with patients and families receiving home health care and hospice care
- Worked with local hospitals to coordinate client's discharge and future plans

1993-1997 **Clinical Family Outreach Worker & Crisis Intervention Counselor** at The Wreath School of Plymouth, NH:

- Case management of adolescent sexual offenders
- Educated and helped families of adolescent sexual offenders support treatment
- Crisis intervention and management

1992-1993 **Alternative Program Co-Teacher** at Holderness Central School, Holderness, NH

- Development and implementation of school behavior management systems

1990-1992 **Chief Instructor** at Homeward Bound Youth Forestry Camp, Brewster, MA

- Led therapeutic outdoor adventure trips for adjudicated youth

1988-1990 **Residential Teacher** at Spaulding Youth Center. Tilton, NH

- Direct care staff for abused and neglected children in residential placement

INTRESTS

Whitewater kayaking, skiing, Martial Arts, biking, dog training and raising poultry

REFERENCES

Please feel free to contact the following people for references:

Dr. Scott Meyers

Jane Merrithew

Dr. Lindsey Mears

Jennifer Corbit, LICSW, LLC;

CHANTAL L. LAPLANTE

HOME ADDRESS

OBJECTIVE: To obtain a full-time nursing position as RN Health Coach at Mid-State Health Center (Plymouth) and promote wellness through integrative methods in my own community.

EDUCATION

- **Bachelor of Science in Nursing,**
  Plymouth State University, Plymouth, NH (May 2014)
- **Bachelor of Science in Biology**
  Plymouth State University, Plymouth, NH (December 2012)
- **Minor in French**
  Plymouth State University, Plymouth, NH (May 2014)
- **Minor in Chemistry**
  Plymouth State University, Plymouth, NH (December 2012)

EMPLOYMENT CLINICAL EXPERIENCE

- **Dartmouth Hitchcock Medical Center:** Medical Surgical Unit (4 West) Employment including completion of the nursing residency program and 15 months clinical experience

STUDENT CLINICAL EXPERIENCE (In order of completion with most recent last)

- **Speare Memorial Hospital:** Medical Surgical Unit with a focus in developing fundamental nursing skills through patient-centered care
- **Dartmouth Hitchcock Medical Center:** Medical Surgical Unit (4 West) with a focus in total, patient-centered care and head to toe assessment
- **Concord Hospital:** Behavior Health Unit with a focus in therapeutic communication and interdisciplinary collaboration
- **The Elliot:** Maternity/ Labor and Delivery Unit with a focus in assessment of mother and baby
- **Pemi-Baker Community Health:** VNA services with a focus in rehabilitation and end-of-life care
- **Dartmouth Hitchcock Medical Center:** Children's Hospital at Dartmouth with a focus in delivering patient-centered care adapted to the developmental needs of pediatric patients.
- **Dartmouth Hitchcock Medical Center:** Medical Surgical Unit (3 West) with a focus in total, patient-centered care and leadership skills.
- **Speare Memorial Hospital:** Emergency Department Preceptorship, **120 hours** completed Spring of 2014

RELATED EXPERIENCE

- Active **Registered Nurse License in New Hampshire**
- Dartmouth Hitchcock Medical Center **certified for care of post-transplant patients** (pancreatic and kidney)
- **BLS for health care provider certified**
- Use of **Meditech** and **EPIC** electronic medical records
- **Volunteer,** Speare Memorial Hospital, ER waiting room and Medical Records

WORK EXPERIENCE

- **RN, Medical Surgical, Full-time/ three 12 hour shifts / day & night rotation,** Dartmouth Hitchcock Medical Center (Lebanon, NH)
  Responsibilities include assessing, planning, organizing, providing and evaluating nursing care, utilizing the nursing process, as well as making nursing judgments and decisions while assuming responsibility for nursing care and documentation. The patient population consists of a wide variety of patients who have had thoracic, transplant, vascular, and general surgery (laparoscopic or major abdominal procedures) as well as surgical patients who require off site telemetry monitoring. **September 2014- Present**

- **Manager/Sales Associate**, Peppercorn Natural Foods (Plymouth, NH) Responsible for training new employees, opening and closing, making deposits, ordering inventory, creating window displays, managing the Facebook page, customer service, knowledge of alternative health supplements and health foods, and restocking. **December 2011- September 2014**

- **Manager/Sales Associate**, Dressers Unlimited (Plymouth, NH) Responsible for managing the business in lieu of the owner, training new employees, opening and closing, making deposits, scheduling, intake of inventory, creating window displays, planning fashion shows and promotional events, creating brochures, tuxedo fittings and ordering, modeling, networking, and customer service. Also acted as a stand-in landlord for four apartments above the store in lieu of the owner. **March 2009-March 2012**

- **Wellness Program Organizer**, Plymouth State University (Plymouth, NH) Responsible for creating programs that cultivated wellness within the student body through brain storming, networking, planning, purchasing within a budget, and leading wellness activities. Focus was on promotion of stress management, relaxation techniques, alternative therapies, nutrition, exercise, and safe sex education. **September 2007-March 2009**

- **Summer Program Group Director**, Newport City Elementary School (Newport, VT) Responsible for attending training seminars, creating daily lesson plans and fun activities, chaperoning group trips, leading outdoor sports, and enforcing rules for acceptable behavior. (Available to children of low-income families, grades K-6) **July 2008-August 2008**

- **Nursing Home Dietary Aide and Cook**, Union House Nursing Home (Glover, VT) Responsible for preparing meals within dietary requirements for elderly residents, providing healthy snacks, serving meals in the dining halls and patient rooms, heavy cleaning and dishwashing, and establishing a positive overall rapport with the residents. **May 2007-September 2007**

- **Female Youth Dance Instructor**, Glover Rec. Ctr. (Glover, VT) Responsible for dance instruction, choreography, recital planning, ordering costumes, communicating with parents, and providing healthy snacks. (Ages 4-12) **September 2006- May 2007**

- **Licensed Daycare Provider for Children in Foster Care**, (Derby, VT) Responsible for care of three children, providing meals, transportation, and healthy activities. **May 2005- August 2005**

CHANTAL L. LAPLANTE

ACTIVITIES

- **Active member of the American Holistic Nurses Association, currently seeking holistic certification**
- **Currently enrolled in Satya Yoga 200 Hour Teacher Training**
- **Plymouth State University Student Nursing Association** (Board Member)
- **Plymouth State University Pre-Medical Professional Society** (VP)
- **Member of World Language Honor Society**
- **Plymouth State University Common Ground, Environmental & Social Justice Club** (VP & Treasurer)
- **Student Teacher for French I Conversation Lab**
- **Student Tutor for Organic Chemistry**
- **Plymouth State University Contemporary Dance Ensemble**

REFERENCES AVAILABLE:

Valerie Rude 4 West Supervisor
Whitney Beiderman, RN & Co-worker on 4 West at DHMC
Margaret Brox, Peppercorn Natural Foods
Lorrie Eaton, Peppercorn Natural Foods
Deanna Lussier, Peppercorn Natural Foods
Wendy Burnham, Plymouth State Wellness Center
Virginia Duggan, Dressers Unlimited

(More references available upon request)

Stacey Lembo

Objective

To obtain a career that will allow me to successfully integrate my skills and professional experience in position that will allow me to advance in my profession.

Education

A.S. Computer Science, Massachusetts Bay Community College, 1980
DataPoint, 1983
EASEL, 1990

Experience

2001-Present | Speare Memorial Hospital | Plymouth, NH

Patient Financial Counselor

- Assisting patients experiencing financial hardships with several options
- Evaluate patients to see if they meet the requirements for our Community Care Program, NH Health Access Program or any State and Federal programs
- Help Prenatal, post-delivery and new applicants with their applications for NH Medicaid using the NH Easy program
- Handle in house billing questions, problems and complaints

1993-1997 | EDS | Concord, NH

Provider Representative

- Worked in the EDS Title Nineteen account focused in the Provider Relations Department
- Created and Designed an on-line tracking system utilizing Excel
- Became well versed in NH Medicaid billing procedures and facilitated training via workshops in order to properly educated providers

1988-1993 | Blue Cross Blue Shield/ EDS | Boston, MA

Programmer Analyst

- Provided assistance and support to in-house personal and outside providers
- Designed, programed and tested a data entry system in Easel, a system that allowed for input of medical claims and payments from groups and subscribers

1982-1988 | Compugraphic | Wilmington, MA

Computer Programer

- Analyzed, designed, coded, tested debugging, implemented and documented both online and batch development program for the sales and marketing application
- Functions as a programmer in a production environment

Susan E. Marchand

Objective: To combine my professional background and experience and to continue to manage and implement quality personal patient accounts service and care.

Professional Profile:

Patient/Customer Service

- Greet and assist Patients with scheduling, liaison between patients' personal healthcare information and Medical Providers, manage internal and external documents and execute in timely manner, manage payments by patients.
- Assist Customers and National retail stores with placing fashion catalog orders
- Assist as a personal shopper, recommend apparel prices based on color, texture, size and style
- Assist customer with professional customer service regarding issues and questions on accounts pertaining to status, shipping, catalog information, returns billing and exchanges
- Greet and provide customers in-store with excellent customer service and help with merchandise needs and questions.

Health Care

- Provide direct, quality personal care to elderly residents within licensed scope of practice
- Implement nursing care plan and perform task/duties intended to maintain resident health and independence as directed by the Nurse Manager
- Recognize changes in resident's conditions and communicate with Nurse Manager
- Recognize resident physical, emotional, social and activity needs and facilitate participation in programs designed to meet those needs
- Maintain safe and pleasant environment for each resident
- Assist Hospice in end of life care and support resident families

Marketing

- Oversee and implement in-store marketing strategies including advertising in print, design all point of purchase merchandise signs and in-store promotional packages, design direct mail promotions, created specifications for projects, purchase print and negotiated with suppliers on prices for promotional items, awarded bids and managed projects from design through production.
- Design company logo for professional appearance and coordinate stationary employee apparel and promotional items
- Operate and manage company online e-bay store
- Managed and reinforced the concept of the brand through visual presentation by developing national and custom account fixturing.
- Supported new seasonal lines at sales meetings, trade shows and key account meetings within seasonal timelines.
- Partnered with sales force to obtain visual authorization and supply specific account visual needs.
- Analyzed and presented a proposal to bring production in house which resulted in a 25% savings in allocated budget.
- As part of the proposal, created sign libraries in each sign to facilitate local marketing promotions. This streamlined process expedited promotional rollouts.

Business Owner

- Researched and explored business needs for startup retail business, developed business plan.
- Oversaw store operations consisting of store planning, store supplies and purchasing.
- Budget monthly finances including pricing, purchasing merchandise, expenses and implemented markdowns.
- Created Marketing promotions to increase in sales.
- Designed business logo, tagline and content, worked with local newspapers and suppliers to design creative and advertise in timely manner, and design weekly window displays to attract foot traffic.
- Partnered with local charities and the community to donate unsold merchandise, new merchandise and gift certificates.

Medical Insurance Billing

- Accountability for the accounts receivable as well as insured timely payments of insurance claims.
- Maintained complete and accurate billing files as it pertains to the particular financial class.
- Interacted by phone or mail with Third-Party payers, provider representative and co-workers regarding follow-up of denied claims.
- Identified internal billing problems.
- Recommended procedural or system changes based on requirements or revenue impact.
- Completed various special projects for Patient Financial Services Manager.

Administrator

- Answered multiple phone lines for Sales Representatives and Medical Professional Recruiters.
- Managed special Marketing projects for President and Director of Operations (i.e. Quarterly Newsletter/Partnership with Work 'n Gear for article/drawing, contributed to Newsletter).

Human Resources

- Assist with human resources tasks, create employee handbook on policies, procedures according to State and Federal guidelines
- Job Mining on-line for temporary and permanent placement candidates for Director of Sales and Recruitment.
- Ran weekly and monthly reports, completed daily RN license verifications, and managed daily Resume Profile Auditing.
- Worked with payroll to update employee State and Federal forms
- Manage local school program and student employees on sales floor

Purchasing

- Designed customized forms, labels and miscellaneous print work with suppliers.
- Analyzed vendor-bidding quotations.
- Recommended vendor to Purchasing Agent.
- Monitored vendor performance and helped resolve vendor related problems.
- Expedited orders by analyzing past trends to predict reorder points.
- Coordinated $2M purchasing budget across 4 Distribution Centers.
- Ran daily and weekly reports to predict low and out of stock levels.
- Placed and confirmed daily orders with suppliers.
- Transferred store supplies with 4 warehouses.
- Obsoleted appropriate stock.
- Managed large stationery and purchasing bid for spring 2003 after all medical divisions merged.

Experience

Patients Services Representative, Mid-State Health Center	02/13 to Present
Licensed Nursing Assistant, Taylor Community, Laconia NH	10/09 to Present
Marketing Director, Pankhurst & Company, Bristol NH	10/06 to 01/13
Customer Service/Sales Representative, The J Jill Group, Tilton NH	12/06 – 05/08
Owner, Newfound Kids LLC, Bristol, NH	04/05 – 07/06
Third Party Insurance Billing Specialist, Lahey Clinic, Burlington, MA	10/03 - 04-04
Evening Administrator, Clinical One, Randstad USA, Wobum, MA	10/00 - 06/03
Assistant Marketing Manager, Stride Rite Corporation, Lexington, MA	6/99-2/00
Marketing Design & Production Specialist, HomeGoods, TJX Companies, Inc., Framingham, MA	03/94-6/99
Purchasing Assistant, T.J.Maxx, TJX Companies, Inc., Framingham, MA	06/94-8/95
Purchasing Coordinator, T.J.Maxx, TJX Companies, Inc., Framingham, MA	3/94-6/94

Education:

Lakes Region Community College, Laconia NH
LNA course, pre-nursing
Framingham State College, Framingham MA
Bachelor of Science, Clothing & Textile, Interior Merchandising
Middlesex Community College, Bedford, MA
Transfer, Liberal Arts
Massachusetts College of Art, Boston, MA
Class toward BA

References References are available on request

JEAN A. MONORE

JOB TARGET: Prescription Team Assistant

CAPABILITIES:

- Well organized.
- Have a good level of computer skills.
- Five years of office experience which has built my level of communications skills.
- Supervisor's skills included training new employees and producing production reports.
- Payroll experience including quarterly taxes reports and all aspects of duties involving payroll.
- Well rounded office skills.
- Learn new skills quickly.

ACHIEVEMENTS:

- Organized a successful Prescription Assistance Program.
- Educated myself about the new Medicare Part D program.
- Five years Office experience.
- Earned a Certificate in computers.
- Have been exposed to accounting and business management.
- Pharmacy Technician

WORK HISTORY:

05/04 - Current SPEAR MEMORIAL HOSPITAL Plymouth. NH
Prescription Assistance Coordinator

09/04 – 03/06 TIM SNOW'S EXIT 26 AUTO Plymouth, NH
Part time Bookkeeper

05/02 – 05/04 FARINA & SON'S IRON WORKERS Plymouth, NH
Office Manger

05/02 – 03-91 L. W. PACKARD COMPANY Ashland, NH
Salary Supervisor, Shipping Clerk, Weaver

EDUCATION:

04/03 – 09/04 EDICATION DIRECT
Certificate Pharmacy Technician

11/99 – 01/00 KATHY ROOSA SCHOOL OF REAL ESTATE
Real Estate Agent

06/96 – 07/96 SCLAFHORST TECHNICAL SCHOOL
Certified Technician

09/93 – 01-94 NH TECHNICAL SCHOOL
Certificate, Personal computers

09/91- 01-92 PLYMOUTH REGIONAL HIGH SCHOOL
High School Diploma, GED

01/86 – 03-86 PLYMOUTH REGIONAL HIGH SCHOOL
Certificate, Blueprint Reading

Curriculum Vitae

Claire H. Reed, MD FAAFP

Professional Address: 101 Boulder Point Dr
Plymouth, NH 03264

Phone:

Fax
E-Mail

Home Address:

Education:	Years Attended	Degree
Southwestern University Georgetown, TX	1985-1988	BS
Texas A&M Health Science Center College Station/Temple, TX	1988-1993	MD
UKSM-W Family Practice Residency Wichita, KS	1993-1996	
Board Certification:	1996/ recertified 2002, 2009	
Degree of Fellow	2005	
CLIA Certification as Laboratory Director (moderate complexity lab)	3/24/2013	

Appointments:

Medical Director Aspirus Walk In Clinics 2006-2011, September 2014- July 2015
Medical Director Aspirus FastCare Clinic 2008-2011, September 2014- July 2015
Medical Director Aspirus Sentry Clinic 2008-2010
Content Expert, Board of Family Medicine 2010
Selected to inform the ABFM's examination committee with regard to revising the passing standard for the certification exam
Adjunct Faculty NorthCentral Technical College, Wausau WI 2012-2016
Medical Director Bridge Community Health Clinic 2012-2016
FQHC in central Wisconsin with 4 sites providing medical, dental and behavioral health services (staff of 12 clinicians)
Assistant Clinical Professor of Psychiatry for the Medical College of Wisconsin 2015-2016
Chief Medical Officer Mid-State Health Center- 2016-current
FQHC in central New Hampshire with 2 sites providing medical, dental and behavioral health services (staff of 26 clinicians)
Clinical Instructor in Medicine- Dartmouth Geisel School of Medicine 2017

License:

New Hampshire 17649
DATA certification to provide Medically Assisted Treatment for Opioid Addiction-2016

Hospital Committees:

2004-2010	EPIC Physician Design Committee-Aspirus Hospital
2005-2012	Physician Compensation Committee-Aspirus Hospital
2007-2011	Clinical Operations Sub Committee
2007-2010	Primary Care Access Workgroup
2008-2012	Health Literacy Council
2008-2012	Walk In Specialty Representative to MEC
2009-2012	Vaccine Task Force

Service:

2003-2011	Board of Directors-Family Planning
2004	WI Perinatal Conference Planning Committee
2010-2016	Medical Director Central WI Chapter of Medical Assistants
2011-2016	Physician Representative for the Northcentral Technical College Medical Assistant Advisory Board
2011-2016	Adjunct Faculty NTC Medical Assistant Program-Human Body in Health and Disease
2014-2015	Aspirus Hospice-covered for absent Medical Director by conducting face to face visits and taking call for admissions, questions
2015-2016	Marathon County Examining Physician-providing exams on subjects for the purposes of both final hearings and extension of commitment hearings
2016-present	Medical Controller Central NH Public Health Network
2016-present	Legislative Commission on Primary Care Workforce Issues
2016-present	NH Accountable Care Partners Management Committee
2016-present	Anthem: Enhanced Personal Health Care Provider Advisory Council
2016-2017	Governor's Commission on AOD Healthcare Task Force
2016-present	Well Sense Provider Advisory Council
2016-present	Harvard Pilgrim New Hampshire Medical Director Advisor Committee
2016	Opioid Legislative Update - Roundtable with Congresswoman Kuster
2016	Presented "Implementation of a Medically Assisted Treatment Program for Opioid Addiction" at the Anthem 2016 Face to Face Learning Collaborative
2016-present	NH Immunization Advisory Committee for the NH Immunization Program (NHIP), New Hampshire Division of Public Health Services
2016-present	Faculty Geisel School of Medicine and Preceptor for the Geriatrics and Ambulatory Medicine (GAM) Clerkship
March 2017	Co-Presented "MAT Best Practices, PCP Perspective on Challenges and Solutions, Operationalizing MAT Delivery in Primary Care" at the NH Behavioral Health Integration Learning Collaborative In-Person Session on Operationalizing Integration
May 9 2017	Presented "Practical Exploration of Integrating SUD into Primary Care" at Bi-State Primary Care Conference Mental Health Integration with Primary Care
October 12 2017	Presented "MAT in the FQHC Setting" at Bi-State MAT Peer Work Group
November 7 2017	Presented "The Opioid Epidemic: An Overview of the Science of Addiction and Discussion of Treatment" at the 2017 New Hampshire Behavioral Health Conference & Public Policy Summit

Professional Organizations:

American Academy of Family Physicians
Wisconsin Academy of Family Physicians
New Hampshire Academy of Family Physicians
Wisconsin Association for Perinatal Care

Practice Experience:

1996-1999	Wichita, KS Private Practice with 8 other physicians in a 1 in 4 call group providing the spectrum of Family practice including OB. Worked with Residents for deliveries, and medical admissions. Resident supervision in Family Practice Center
1999-2002	Onaga, KS Rural practice providing full spectrum of family medicine including ER coverage and OB. Worked with nurse practitioners and physician assistants.
2002-2004	Aspirus Family Physicians, Wausau WI Family medicine including hospital medicine and OB
2004-2015	Aspirus Walk In Clinics (full time through 2011 then prn) Busy urgent care centers
2011-2013	Executive Health Resources Telephonic clinical resource to hospital clients by providing second-level reviews for admission status certification, medical necessity, clinical and regulatory compliance, continued stay review, hospital reimbursement, and quality assurance.
2013-2016	Bridge Community Health Clinic FQHC providing full spectrum outpatient Family Medicine services
2016-present	Mid-State Health Center FQHC providing outpatient Family Medicine service

Bonnie Roberts

Objective To obtain a position using my strong work ethic, organizational , accuracy, customer service with a smile, computer and telephone skills.

Highlights of qualifications

- Over 25 years in customer service
- Proficient in Windows XP software, Quick Book, and Great Plains
- Accredited Customer Service Representative
- Able to make difficult decisions in stressful situations
- Skills in solving customers problems
- Able to meet deadlines
- Certified in CPR and AED

Work History

Hannaford Supermarket — Plymouth, NH
Pharmacy Technician Registration No. PT6356 — 7/2008 -Present
- Data entry, entering and filling prescriptions, calling insurance companies, filling drug machines

Dartmouth Hitchcock Medical Center — Lebanon, NH
Medical Secretary II — 1/2008-4/2008
- Educated patients regarding specific health programs
- Arranged and confirmed appointments using CIS software
- Identified any overbooked appointments
- Maintained appointment calendar in Excel
- Ordered and informed patients of on-line surveys

Donald Smialek Allstate Agency — Plymouth, NH
Agent/Customer Service — 10/2005-11/2007
- Exercised computer and phone skills
- Completed daily filing
- Utilized the internet for quoting and selling
- Prepared and processed insurance policies
- Balanced monthly bank statements
- Informed clients of past due accounts

Insurance Savers Agency — Campton, NH
Agent/Office Manager — 1/2001-6/2005
- Prepared and processed insurance policies
- Recorded, documented and track all emails and phone calls
- Re-evaluated all renewal insurance policies
- Reviewed new hire prospects and trained new staff
- Processed mail daily

Calley & Currier Company — Bristol, NH
Customer Service/Sales — 6/1999-12/2000
- Verified and entered all orders

Education

New Hampshire Community Technical College — Laconia, NH
Associates in Applied Science — 5/1999
Majored in Business Management and Accounting — 5/2000

Accomplishments
- New Hampshire license in Property & Casualty Insurance
- Award for Excellence from NH Community College
- A member of Phi Theta Kappa
- Graduated with a 3.6 average

ALAN EDMOND ROSEN, M.D.

CURRENT EMPLOYMENT

Family Physician
Mid-State Health Center **07/1997 - Present**
101 Boulder Point Drive, Suite 1
Plymouth, NH 03264
(603) 536-4000

AFFILIATION

Affiliate Associate Professor
Adventure Education Program, Department of Health and Human Services
Plymouth State University
Plymouth, NH 03264

CONSULTING PHYSICIAN

Plymouth State University Outdoor Center
Plymouth, NH 03264

RESIDENCY

Albany Medical College Family Practice Residency
Albany, NY **07/1994 – 07/1996**

MEDICAL

Doctor of Medicine
Albany Medical College **08/1990 – 05/1994**
Albany, NY

BOARD CERTIFICATION

Diplomate, American Board of Family Medicine **1997, 2003, 2010**
Board-Certified/Recertified

PREVIOUS EMPLOYMENT

Research Engineer
IIT Research Institute **03/1978 – 07/1990**
Annapolis, MD

UNDERGRADUATE COLLEGE

Bachelor of Science, Electrical Engineering
Rutgers University **09/1973 – 05/1977**
New Brunswick, NJ

PUBLICATIONS

["Effect of a Face Mask on Respiratory Water Loss During Sleep in Cold Conditions"]
[Wilderness and Environmental Medicine, 6, 189-195] **1995**

["A Simplified Model for Obtaining the Taylor-Fourier Series Coefficients of a Single Diode Mixer"]
[IEEE International Symposium on EMC, Boulder, Colorado] **1981**

["Nonlinear Communications Receiver Model"]
[IEEE International Symposium n EMC, Baltimore, Maryland] **1980**

LANGUAGES

English

OTHER EXPERIENCE

EMT-basic: Maryland **1983**

Wilderness EMT: Wilderness Medical Associates **1986**

Member, Appalachian Search and Rescue Conference **1984 – 1990**

Instructor, Appalachian Mountain Club Winter Mountaineering School **1985 - 1989**

INTERESTS

Telemark Skiing
Mountaineering
Hiking
Mountain Biking

Margot Shea

Professional Summary

Medical Office Specialist experienced in primary care and specialty office settings, scheduling patient appointments, answering phone calls, check in and check out, maintaining patient account accuracy and payments. Also responsible for referrals, authorizing and scheduling diagnostic testing and provide good customer service.

Skill Highlights

Patient scheduling, phone interactions, understanding of medical office software, maintaining account accuracy, collecting and applying copays and payments, familiarity with insurances, obtaining authorizations and precertifications, sending referrals, customer service, team player with fellow staff members

Professional Experience

Medical Office Specialist September 2006 to June 2016 Beacon Internal Medicine — Portsmouth, NH

As a Medical Office Specialist I answered phones, checked patients in and out, verified insurances, took and applied copays and payments. I scheduled appointments for our office, and also for specialists and testing, obtaining necessary authorizations and precertifications. I monitored the appointment reminders. I answered patient questions and passed along messages. We went through much of the transition to electronic medical records and the computer changes that go along with that process.

Front office/Billing May 2003 to June 2005 Harbor Eyecare — Portsmouth, NH

I greeted patients, checked in and out, collected copays and payments. I scheduled appointments, answered phone calls, dispensed contact lenses, and did some of the insurance billing.

Front office Check In January 2003 to April 2003 Lamprey Healthcare — Newmarket, NH

Checked in patients, scheduled appointments in person and over the phone.

Front office/Medical Assisting September 2001 to August 2002 Dover Foot Specialty — Dover, NH

I answered the phone, scheduled appointments, check out. I also took Xrays, performed ultrasound therapy, prepared the rooms for patients, roomed patients, prepared equipment for procedures.

Front office August 1999 to September 2001 Eyesight Ophthalmic Services — Portsmouth, NH

My duties included check in, check out, appointment scheduling, filing, answering the phone when operator busy. Travel between the 4 offices to do the same function in each.

Education and Training

Bachelor of Arts : Anthropology, 1980 Bates College — Lewiston, ME

Kim Spencer

Authorized to work in the US for any employer

WORK EXPERIENCE

Psychotherapist

Psychotherapist at Bahder Behavioral Services - Gilford, NH - July 2016 to Present

Provides individual psychotherapy to adults age 18-100+

➢ Supporting clients with their addiction recovery, as Dr. Bahder is a prescriber of Suboxone

➢ Common diagnoses treated: anxiety disorders, mood disorders, addiction, adjustment disorders and more

Medical Social Worker

Lakes Region General Hospital - Laconia, NH - November 2008 to May 2016

Provided short-term crisis intervention, trauma intervention, emotional support, short-term counseling, and coping/ adaptation strategies, to patients and families dealing with illness, trauma, and anticipatory grief/ bereavement

➢ Collaborated with multidisciplinary healthcare team to identify, asses, and assist those with complex social and emotional needs

➢ Advocated for and supported women with high risk pregnancies, predominantly women prescribed Suboxone

➢ Supported post partum women and families, primarily assisting women prescribed Suboxone and their newborns with extended hospital admissions.

Child Therapist

Genesis Behavioral Health - Laconia, NH - July 2004 to November 2008

Provided individual and family therapy to children, primarily ages 3-8, and their families

➢ Provided on-going support and case management services to children and their families

➢ Collaborated with family and community members: biological family, formal and informal caregivers, police, school professionals, court appointed guardians and guardian ad litems, Early Head Start, etc.

EDUCATION

MSW

University of New Hampshire
August 2002 to May 2004

BSW

Plymouth States College
January 1992 to December 1995

SKILLS

Notary Public, Justice of the Peace

CERTIFICATIONS/LICENSES

LICSW
January 2019

Linda Streeter

CAREER OBJECTIVE

Looking for an opportunity to utilize my solid background in medical practice operations. Twenty plus years' experience as a healthcare professional. Ability to direct complex projects from concept to fully operational status, goal-oriented, detail-oriented highly motivated individual with strong leadership capabilities with proven ability to motivate others to work as a team.

QUALIFICATIONS

- Care Team Supervisor
- E-MDs electronic medical record and Meditech Medical Software
- Proficient in Microsoft Office
- Over fourteen years of Management experience in various capacities
- Hands on field operations experience in the US Navy and Hospital operations
- Adult and infant CPR certified
- Motivational Interviewing

EDUCATION AND KEY SKILLS

Ultimate Medical Academy **September 2014**
Associates Degree Medical Office Management
GPA: 4.0

U.S. Navy Hospital Corpsman **1980-2001**

- Enlisted 1980 – 1987 Active Duty
- Enlisted 1987 - 2001 Retired as E-7 from Naval Reserves total service 21 years

Northeast Career School - Manchester NH **1995**
Medical Assistant

- Dean List second in class ranking

Pittsfield High School – Pittsfield, NH **1979**
Diploma General Studies

WORK HISTORY

Mid-State Health Center – Plymouth, NH **July 2008-Present**
Senior Medical Assistant

- Supervises Clinical Team and Pharmacy Team
- Responsible the daily schedule for the clinical staff and pharmacy.
- Responsible for the preparing the initial performance reviews for Medical Assistants and Pharmacy Team.
- Will conduct interview along with the Director of Clinical Services on new hires for the clinical team

- Worked with the Quality Assurance Manager and Medical Director to improve standings with missed opportunities gaps in care as the Care Team Supervisor
- Child Health Champion responsible for tracking child health specific requirements by the State of NH recommendations, and responsible that these tasks are accomplished and reported.
- Responsible for the training of new hire Medical Assistants and providers to e-MDs and to the practice
- State Vaccine Manager
- Responsible for daily personal scheduling and operational decisions.
- Maintain accurate medical records using electronic medical record software E-MDs.
- Accruing patient vitals sign, obtain patient history, assist Physician with minor surgery procedures using sterile technique.
- Trained in Phlebotomy
- CPR certified

Huggins Hospital – Wolfeboro, NH **2006-2008**
Medical Assistant

- Pediatric Specialties
- State Vaccine Manager
- Worked directly with the pediatricians to deliver excellent healthcare with reassuring and sensitive approach to healthcare delivery.

Beech Hill Enterprises – Campton, NH **2003-2006**
Customer Service/Data processor

- Audit Customer freight invoices and billing reports
- Customer interaction and deal with billing discrepancies
- Worked with Microsoft Excel, Word and private billing software.

Rochester Shoe Tree Company – Ashland, NH **1991-2006**
Human Resource/Safety Manager

- Insurance and benefits
- Hiring interviews
- Payroll
- Established an OSHA approved safety program
- Training employees in compliance with OSHA

United States Navy – **1979-2001**
Hospital Corpsman

- Ophthalmology, NICU/Nursery, Patient Administration, Medical Records, Shipboard Hospital Corpsman , Field Medical Service Corp to be assigned with a Marine Unit
- Retired after 21 years of total service as a Chief Petty Officer.

References Furnished Upon Request

Beth Perry

Objective

To obtain a challenging and rewarding position as a Registered Nurse utilizing my 11 years of acute care experience.

Qualifications and licensure

Registered Nurse 1999 to present
IV Certified 2000 to present
Validated Peers Yearly Competencies and Skills
Completed Preceptor Training Course

Employment

Dartmouth Hitchcock Concord, NH
July – October 2011

LRGHealthcare Franklin Regional Hospital Franklin, NH 03235
1999 - 2011 *Resource/Charge RN*
Responsibilities: supervised and was a resource for nurses on the med/surg floor, floated to the emergency room and intensive care unit to assist in emergency situations, preceptor for new nurses, advocated between hospital units, developed patient assignments, reviewed documentation, organized shift rounds and updated fellow team members. Caring for a varied patient assignment including; post-op, pediatric, geriatric, telemetry, orthopedic, palliative, psychiatric, infusion therapy, skilled and acute care patients. Assessed and provided direct care for patients including; end of life care, wound care, medication administration. Overseeing the duties of the auxiliary staff as well as creating a therapeutic, safe and trusting environment for the patient.

Shop N' Save Franklin, NH 03235
1992 - 1999 Shift Leader

Education

NHTI - Associates Degree in Nursing
Registered Nurse

REFERENCES

Available upon request.

JOB TITLE: Registered Nurse- RN

ORGANIZATIONAL MISSION: The mission of Mid-State Health Center is to provide comprehensive and scientifically sound medical care in a setting of mutual trust and respect to all individuals of its service area regardless of their ability to pay.

GENERAL SUMMARY OF DUTIES: Responsible for providing professional nursing care for MSHC patients and families following established standards and practices. Assists clinicians and staff in coordinating patient care.

SUPERVISION RECEIVED: Reports to Director of Clinical Operations

SUPERVISION EXERCISED: Provides supervision of clinical support staff.

ESSENTIAL FUNCTIONS:

1. Adheres to established MSHC policies and procedures.
2. Works within the RN Scope of Practice. Maintains current New Hampshire license and required continuing education credits. Maintains skills by completing all required clinical competencies and training at orientation, annually, and as needed for new equipment or procedures.
3. Performs and documents Nurse Visits according to established protocols. Completes nursing assessments as appropriate. Nurse visits include Anticoagulation Management, Allergy Injections, Immunizations and other nursing procedures.
4. Collaborates with clinicians and other care team members. Provides mentoring and supervision to medical assistants cross training in Nursing.
5. Triages patient telephone calls and determines appropriate intervention (including scheduling office visit or referral to Emergency Department as needed). Collaborates with clinical staff and clinicians as appropriate.
6. Incorporates Medical Home model of care into daily practice.
7. Provides patient education. Assists with patient follow up calls and medication reconciliation.
8. Administers medications with adherence to "Medication Rights" and provides pertinent patient education and information.
9. Ensures proper documentation for all nursing interventions. Conducts timely pre-visit preparations and population management activities using the Electronic Health Record (EHR) "Reminders" system.
10. Assists as needed in all aspects of clinician support for patient exam. This includes but is not limited to completing patient intake, and medication reconciliation. Performs or assists with procedures as directed by the clinician.
11. Communicates and collaborates with external agencies such as Speare Memorial Hospital and Home Health agencies.
12. Maintains readiness of exam rooms and nursing area, including stocking, cleaning, and room turnover.
13. Performs other duties including Continuous Quality Improvement (CQI) as requested or assigned.
14. Adherence to current evidence-based clinical guidelines, standards of care, and standards of practice, as applicable

The job holder must demonstrate current competencies applicable to the job position.

EDUCATION: RN degree, BSN preferred

EXPERIENCE: Minimum of one year professional nursing experience, office experience preferred

LICENSE/CERTIFICATIONS: Current NH RN license.

KNOWLEDGE and ABILITIES:

1. Knowledge of current nursing practices, regulations and protocols.
2. Strong computer knowledge and ability required
3. Strong communication and customer service skills. Clear and concise communication is needed for phone triage.
4. Strong leadership skills.
5. Strong attention to detail and accuracy, with concise and appropriate documentation.
6. Good organizational skills with the ability to prioritize tasks and complete assignments in timely manner.
7. Skill in maintaining a safe work environment with attention to infection control, safety and confidentiality policies.
8. Skill in performing clinical procedures, and administering medications.
9. Strong critical thinking and nursing assessment skills. Works independently, with the ability to seek guidance and support from appropriate resources.
10. Ability to maintain strict confidentiality and report any illegal or unethical act involving another employee or anyone acting on behalf of the organization.
11. Ability to work collaboratively with all members of the health care team and promote a positive work environment.
12. Ability to respond to ever changing environment and react calmly and competently in emergency situations.
13. Ability to maintain effective working relationships with patients, medical staff and the public.
14. Ability to communicate clearly and effectively in person, in writing, and by phone.
15. Ability to comply with established policies and procedures, and within the nursing scope of practice.
16. Ability to recognize deviations from normal with respect to vital signs and patient overall presentation and using critical thinking skills acts and reports appropriately.

PHYSICAL/MENTAL DEMANDS: Requires standing and walking for extensive periods of time. Hand dexterity for office machine operation, stooping and bending to files and supplies, mobility to complete errands or deliveries, or sitting for extended periods of time. Occasionally lifts and carries items weighing up to 50 pounds. Requires corrected vision and hearing to normal range. Requires full range of body motion including handling and lifting patients, manual and finger dexterity; for things such as typing, using calculator, and eye-hand coordination.

ENVIRONMENTAL/WORKING CONDITIONS: Work may be stressful at times. Interaction with others is constant and interruptive. Combination of office and exam settings. Frequent exposure to communicable diseases, bodily fluids, toxic substances and other conditions common to nursing situations.
OSHA Blood Borne Pathogen Category I.

This description is intended to provide only basic guidelines for meeting job requirements. Responsibilities, knowledge, skills, abilities and working conditions may change as needs evolve.

____Employee Signature

Mid-State Health Center
Key Personnel List

Name of RFP: Primary Care FY2020

Budget Period: July 1, 2019 - April 30, 2020

Name	Position Title	% Paid from Contract	Amount Funded by This Contract for Budget Period
LaPlante, Chantal	RN	18%	$10,563.79
Roberts, Bonnie	Pharmacy	15%	$5,207.28
Lembo, Stacey L	Social Worker	15%	$6,920.16
McKellar, Joseph W	LCSW	15%	$9,360.00
Spencer, Kim	LCSW	15%	$9,360.00
Shea, Margot	Clerical	15%	$4,798.56
Monroe, Jean A	Business	15%	$5,350.80
Perry, Beth P.	RN	15%	$9,818.64
Appiah, Sam	Quality Manager	8%	$5,999.76
Streeter, Linda M.	Clinical	8%	$3,633.24
Marchand, Susan	Patient Account Rep	15%	$5,107.44
Berry DO, Andrea	Family Medicine	4%	$6,449.04
Diederich MD, Gary	Family Medicine	4%	$6,586.13
Arsenault MD, Diane	Family Medicine	4%	$6,561.36
Rosen MD, Alan	Family Medicine	4%	$7,888.92
Reed MD, Claire	Family Medicine	4%	$7,874.88
			$111,480.00

Subject: Primary Care Services (RFP-2018-DPHS-15-PRIMA)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Weeks Medical Center		1.4 Contractor Address 170 Middles Street, Lancaster, NH 03584	
1.5 Contractor Phone Number 603-788-5030	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $180,885
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature [signature]		1.12 Name and Title of Contractor Signatory MICHAEL D. LEE, PRESIDENT	
1.13 Acknowledgement: State of NH, County of COOS On 3/27/18, 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 Kathy St.Onge KATHY ST. ONGE, Notary Public State of New Hampshire My Commission Expires June 1, 2021 [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace KATHY ST. ONGE, EXECUTIVE ASSISTANT TO PRESIDENT & BOARD			
1.14 State Agency Signature [signature] Date: 4/26/18		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: [signature]		On: 5/22/18	
1.18 Approval by the Governor and Executive Council *(if applicable)* By:		On:	

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials ___
Date 3/27/18

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials [handwritten initials]
Date 3/27/18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MD
Date 3/27/18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of

improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. <u>Definitions</u>

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. <u>MCHS PRIMARY CARE PERFORMANCE MEASURES</u>

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. <u>Numerator</u>: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. <u>Numerator Note</u>: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. <u>Denominator</u>: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. <u>Numerator:</u> All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **<u>AND</u>** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. <u>Denominator:</u> All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

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2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

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2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI $\geq$ 23 and < 30

2.5.1.2. Age 18 through 64 BMI $\geq$ 18.5 and < 25

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2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

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recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. At Risk Population: Hypertension

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

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2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are

enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

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Exhibit A-2 – Report Timing Requirements

1.1. **Primary Care Services Reporting Requirements**

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2. **Annual Reports**

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each

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identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year;

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1. Primary Care Services Measure Data Trend Table (DTT), due on;

1.3.1.1. July 31, 2018 (measurement period July 1– June 30) and;

1.3.1.2. January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF);

1.4.1.1. Due on April 30, July 31, October 31 and January 31

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Date: 3/27/18

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

    4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

    4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

        4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

        4.2.2. Onsite reviews may be required.

    4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

    4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

        Financial Administrator

        Department of Health and Human Services

        Division of Public Health

        29 Hazen Dr.

        Concord, NH 03301

Exhibit B

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder/Program Name: Weeks Medical Center

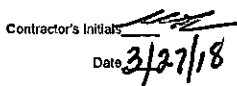
Budget Request for: Primary Care Services

Budget Period: April 1, 2018 - June 30, 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 101,501.17	$ -	$ 101,501.17	$ 78,890.17	$ -	$ 78,890.17	$ 22,611.00	$ -	$ 22,611.00
2. Employee Benefits	$ 25,375.29	$ -	$ 25,375.29	$ 25,375.29	$ -	$ 25,375.29	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 19,031.47	$ -	$ 19,031.47	$ 19,031.47	$ -	$ 19,031.47	$ -	$ -	$ -
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	$ 145,907.93	$ -	$ 145,907.93	$ 123,296.93	$ -	$ 123,296.93	$ 22,611.00	$ -	$ 22,611.00

Indirect As A Percent of Direct 0.0%

Contractor's Initials



Date 3/27/18

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: Weeks Medical Center

Budget Request for: Primary Care Services

Budget Period: July 1, 2018 - June 30, 2019

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 406,004.69	$ -	$ 406,004.69	$ 315,562.69	$ -	$ 315,562.69	$ 90,442.00	$ -	$ 90,442.00
2. Employee Benefits	$ 101,501.17	$ -	$ 101,501.17	$ 101,501.17	$ -	$ 101,501.17	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 76,125.88	$ -	$ 76,125.88	$ 76,125.88	$ -	$ 76,125.88	$ -	$ -	$ -
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	$ 583,631.74	$ -	$ 583,631.74	$ 493,189.74	$ -	$ 493,189.74	$ 90,442.00	$ -	$ 90,442.00

Indirect As A Percent of Direct 0.0%

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder/Program Name: Weeks Medical Center

Budget Request for: Primary Care Services

Budget Period: July 1, 2019 - March 31, 2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 310,593.59	$ -	$ 310,593.59	$ 242,761.59	$ -	$ 242,761.59	$ 67,832.00	$ -	$ 67,832.00
2. Employee Benefits	$ 77,648.40	$ -	$ 77,648.40	$ 77,648.40	$ -	$ 77,648.40	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ 58,236.30	$ -	$ 58,236.30	$ 58,236.30	$ -	$ 58,236.30	$ -	$ -	$ -
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	$ 446,478.29	$ -	$ 446,478.29	$ 378,646.29	$ -	$ 378,646.29	$ 67,832.00	$ -	$ 67,832.00

Indirect As A Percent of Direct 0.0%

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;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

    4. CONDITIONAL NATURE OF AGREEMENT.
    Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

    10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

    10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

    10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

    10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

    10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
    1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    1.2. Establishing an ongoing drug-free awareness program to inform employees about
        1.2.1. The dangers of drug abuse in the workplace;
        1.2.2. The grantee's policy of maintaining a drug-free workplace;
        1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
        1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
    1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
    1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
        1.4.1. Abide by the terms of the statement; and
        1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
    1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

3/27/18
Date

[signature]
Name: MICHAEL D. LEE
Title: PRESIDENT

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

3/27/18
Date

Name: MICHAEL D. LEE
Title: PRESIDENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

3/27/18
Date

Name: MICHAEL D. LEE
Title: PRESIDENT

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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:

3/27/18
Date

[signature]
Name: MICHAEL D. LEE
Title: PRESIDENT

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

3/27/18
Date

Name: MICHAEL D. LEE
Title: PRESIDENT

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	WEEKS MEDICAL CENTER
The State	Name of the Contractor
[signature]	[signature]
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	MICHAEL D. LEE
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	PRESIDENT
Title of Authorized Representative	Title of Authorized Representative
4/26/18	3/27/18
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

3/27/18
Date

[signature]
Name: MICHAEL D. LEE
Title: PRESIDENT

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 073968752

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   __X__ NO   ________ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   ________ NO   ________ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: ____________________   Amount: ____________

   Name: ____________________   Amount: ____________

   Name: ____________________   Amount: ____________

   Name: ____________________   Amount: ____________

   Name: ____________________   Amount: ____________

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or

consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not

use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the

scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

b. safeguard this information at all times.

c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact program and policy:
   (Insert Office or Program Name)
   (Insert Title)
   DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:
   DHHSInformationSecurityOffice@dhhs.nh.gov

C. DHHS contacts for Privacy issues:
   DHHSPrivacyOfficer@dhhs.nh.gov

D. DHHS contact for Information Security issues:
   DHHSInformationSecurityOffice@dhhs.nh.gov

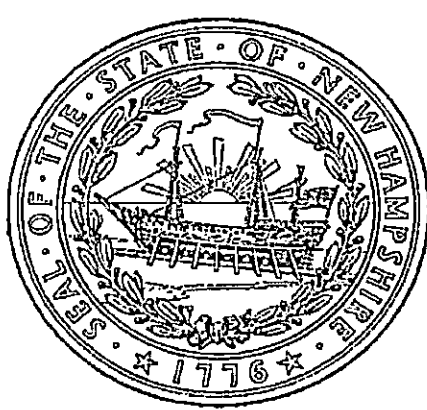
E. DHHS contact for Breach notifications:
   DHHSInformationSecurityOffice@dhhs.nh.gov
   DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEEKS MEDICAL CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 22, 1919. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63681
Certificate Number : 0004037292



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of March A.D. 2018.

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	WEEKS MEDICAL CENTER	Business ID:	63681
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	12/22/1919	Name in State of Incorporation:	WEEKS MEDICAL CENTER
Date of Formation in Jurisdiction:	12/22/1919		
Principal Office Address:	173 MIDDLE ST, LANCASTER, NH, 03584, USA	Mailing Address:	NONE
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Health Care and Social Assistance	Offices of Physicians, Mental Health Specialists
2	NOT REQUIRED	

Page 1 of 1, records 1 to 2 of 2

(/online/Home/) Back to Home (/online)

CERTIFICATE OF VOTE

I, Donald Crane of Weeks Medical Center, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Board of Trustees of Weeks Medical Center.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on December 12, 2017.
(Date)

RESOLVED: That the President
(Title of Contract Signatory)
is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 27th day of March, 2018.
(Date Contract Signed)

4. Michael D. Lee is the duly elected President of the Agency.
(Name of Contract Signatory) (Title of Contract Signatory)

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Coos

The forgoing instrument was acknowledged before me this 27th day of March, 2018.

By Donald Crane
(Name of Elected Officer of the Agency)

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

KATHY ST. ONGE, Notary Public
State of New Hampshire
My Commission Expires June 1, 2021

Commission Expires: __________

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J Gallagher Risk Management Services
470 Atlantic Avenue
Boston MA 02210

CONTACT NAME:
PHONE (A/C, No, Ext): 617-261-6700 | FAX (A/C, No): 617-646-0400
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire & Marine Insurance Co	20079
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED NORTCOU-22
Weeks Medical Center
170 Middle Street
Lancaster NH 03584

COVERAGES **CERTIFICATE NUMBER:** 69184045 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HN017659	10/1/2017	10/1/2018	EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Medical Professional Liability			HN017659	10/1/2017	10/1/2018	$1,000,000 $3,000,000	Each Occurrence Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Weeks Medical Center
173 Middle Street
Lancaster NH 03584

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
Patrick J. Veale

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
470 Atlantic Avenue
Boston MA 02210

CONTACT NAME:
PHONE (A/C, No, Ext): 617-261-6700 | FAX (A/C, No): 617-646-0400
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : New Hampshire Employers Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED WEEKMED-01
Weeks Medical Center
8 Clover Lane
Whitefield NH 03598

COVERAGES **CERTIFICATE NUMBER:** 2123546587 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			ECC-600-4000173-2018A	1/1/2018	10/1/2018	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

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AUTHORIZED REPRESENTATIVE
Patrick J. Veale

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Mission Statement

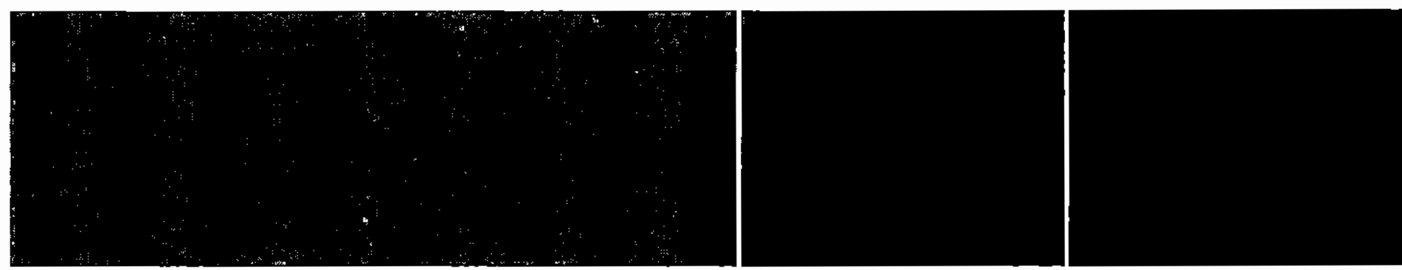
Weeks Medical Center's compassionate staff is committed to providing high quality and efficient health care services to ensure the well-being of our patients, families and communities.

In partnership with our communities, Weeks promotes health by;

- acknowledging that health is physical, spiritual and emotional
- emphasizing personal prevention, education and health information
- working closely with human services providers and local governments
- being closely involved with schools, businesses and churches
- actively participating in community organizations and activities
- learning about local health care needs through listening to all of our communities

Weeks strives to meet those health care needs by;

- matching our services to the needs of the individuals in our communities
- insuring timely access to health care
- providing as many services as possible locally
- delivering those services throughout our communities—in schools, businesses, homes, clinics—as well as in our modern, well-equipped Lancaster facility
- providing smoothly coordinated access to services which cannot be provided locally
- managing health care costs so that local access to health care is protected
- attracting and retaining highly trained, enthusiastic staff members
- satisfying the individuals we serve



FINANCIAL STATEMENTS

September 30, 2017 and 2016

With Independent Auditor's Report

WEEKS MEDICAL CENTER

September 30, 2017 and 2016

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INDEPENDENT AUDITOR'S REPORT

The Board of Trustees
Weeks Medical Center

We have audited the accompanying financial statements of Weeks Medical Center (Hospital), which comprise the balance sheets as of September 30, 2017 and 2016, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Weeks Medical Center as of September 30, 2017 and 2016, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 13, 2017

WEEKS MEDICAL CENTER

Balance Sheets

September 30, 2017 and 2016

ASSETS

	2017	2016
Current assets		
Cash and cash equivalents	$ 8,860,184	$ 12,219,712
Patient accounts receivable	4,141,380	3,816,299
Other accounts receivable	657,223	548,922
Supplies	805,045	766,680
Assets limited as to use	7,490,890	-
Other current assets	866,190	3,857,844
Total current assets	22,820,912	21,209,457
Investments	18,726,478	17,782,601
Property and equipment, net	14,223,340	15,285,478
Total assets	$ 55,770,730	$ 54,277,536

LIABILITIES AND NET ASSETS

	2017	2016
Current liabilities		
Current portion of long-term debt	$ 417,000	$ 390,000
Accounts payable and accrued expenses	1,476,839	4,540,732
Accrued salaries, wages and related accounts	2,223,409	2,191,364
Deferred revenue	418,835	741,627
Estimated third-party payor settlements	12,890,225	9,640,546
Total current liabilities	17,426,308	17,504,269
Long-term debt, less current portion	7,113,779	7,523,678
Total liabilities	24,540,087	25,027,947
Net assets		
Unrestricted	29,909,916	27,861,256
Temporarily restricted	408,813	476,419
Permanently restricted	911,914	911,914
Total net assets	31,230,643	29,249,589
Total liabilities and net assets	$ 55,770,730	$ 54,277,536

The accompanying notes are an integral part of these financial statements.

WEEKS MEDICAL CENTER

Statements of Operations

Years Ended September 30, 2017 and 2016

	2017	2016
Unrestricted revenues, gains, and other support		
Patient service revenue (net of contractual allowances and discounts)	$ 44,282,451	$ 42,104,898
Provision for bad debts	1,663,345	1,634,914
Net patient service revenue	42,619,106	40,469,984
Net assets released from restrictions used for operations	138,486	42,331
Other operating revenue	3,719,669	3,324,225
Total unrestricted revenues, gains and other support	46,477,261	43,836,540
Expenses		
Salaries and wages	15,211,662	14,852,411
Employee benefits	4,527,550	4,444,767
Physician salaries and fees	8,206,069	7,697,106
Medicaid enhancement tax	1,580,964	1,504,684
Contract labor	1,206,287	1,091,495
Medical supplies	5,244,431	5,101,700
Other supplies and services	5,813,640	5,284,751
Utilities	566,711	598,958
Insurance	530,865	491,824
Depreciation	1,981,766	2,194,412
Interest	244,989	322,291
Total expenses	45,114,934	43,584,399
Operating income	1,362,327	252,141
Nonoperating gains (losses)		
Contributions	4,855	5,892
Investment income, net	1,093,323	1,545,991
Provision for uncollectible related party receivables	(227,224)	(546,745)
Contributions expense	(212,741)	-
Realized gain on interest rate swap	-	47,148
Total nonoperating gains	658,213	1,052,286
Excess of revenues, gains, and other support over expenses and nonoperating gains	2,020,540	1,304,427
Net assets released from restrictions for capital acquisitions	28,120	44,553
Increase in unrestricted net assets	2,048,660	1,348,980
Unrestricted net assets, beginning of year	27,861,256	26,512,276
Unrestricted net assets, end of year	$ 29,909,916	$ 27,861,256

The accompanying notes are an integral part of these financial statements.

WEEKS MEDICAL CENTER

Statements of Changes in Net Assets

Years Ended September 30, 2017 and 2016

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Balances, October 1, 2015	$26,512,276	$ 488,279	$ 911,914	$27,912,469
Excess of revenues, gains and other support over expenses and nonoperating gains	1,304,427	-	-	1,304,427
Change in net unrealized income on investments		8,141	-	8,141
Restricted investment income	-	11,178	-	11,178
Restricted contributions	-	55,705	-	55,705
Net assets released from restrictions used for operations		(42,331)	-	(42,331)
Net assets released from restrictions for capital acquisitions	44,553	(44,553)	-	-
Change in net assets	1,348,980	(11,860)	-	1,337,120
Balances, September 30, 2016	27,861,256	476,419	911,914	29,249,589
Excess of revenues, gains and other support over expenses and nonoperating gains	**2,020,540**	**-**	**-**	**2,020,540**
Change in net unrealized income on investments	**-**	**22,162**	**-**	**22,162**
Restricted investment gain	**-**	**8,229**	**-**	**8,229**
Restricted contributions	**-**	**68,609**	**-**	**68,609**
Net assets released from restrictions used for operations	**-**	**(138,486)**	**-**	**(138,486)**
Net assets released from restrictions for capital acquisitions	**28,120**	**(28,120)**	**-**	**-**
Change in net assets	**2,048,660**	**(67,606)**	**-**	**1,981,054**
Balances, September 30, 2017	**$29,909,916**	**$ 408,813**	**$ 911,914**	**$31,230,643**

The accompanying notes are an integral part of these financial statements.

WEEKS MEDICAL CENTER

Statements of Cash Flows

Years Ended September 30, 2017 and 2016

	2017	2016
Cash flows from operating activities		
Change in net assets	**$ 1,981,054**	$ 1,337,120
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	**1,988,867**	2,201,513
Loss on disposal of equipment	**26,577**	14,765
Provision for bad debts	**1,663,345**	1,634,914
Provision for uncollectible related party receivables	**227,224**	546,745
Realized and unrealized gains on investments	**(720,881)**	(1,166,067)
Realized gain on interest rate swap	**-**	(47,148)
(Increase) decrease in		
Patient accounts receivable	**(1,988,426)**	(844,102)
Other accounts receivable	**(108,301)**	100,357
Supplies	**(38,365)**	951
Other current assets	**2,991,654**	(3,158,827)
Assets limited as to use	**(7,490,890)**	-
Related party note receivable	**(227,224)**	13,871
Increase (decrease) in		
Accounts payable and accrued expenses	**(3,063,893)**	3,354,941
Accrued salaries, wages and related accounts	**32,045**	59,373
Deferred revenue	**(322,792)**	(59,614)
Estimated third-party settlements	**3,249,679**	1,458,161
Net cash (used) provided by operating activities	**(1,800,327)**	5,446,953
Cash flows from investing activities		
Purchases of property and equipment	**(946,205)**	(2,935,963)
Proceeds from sales of investments	**4,474,883**	1,997,563
Purchase of investments	**(4,697,879)**	(2,318,797)
Net cash used by investing activities	**(1,169,201)**	(3,257,197)
Cash flows from financing activities		
Repayments of long-term debt	**(390,000)**	(397,815)
Payment made to terminate interest rate swap	**-**	(337,700)
Net cash used by financing activities	**(390,000)**	(735,515)
Net (decrease) increase in cash and cash equivalents	**(3,359,528)**	1,454,241
Cash and cash equivalents, beginning of year	**12,219,712**	10,765,471
Cash and cash equivalents, end of year	**$ 8,860,184**	$12,219,712
Supplemental disclosure of cash flow information		
Cash paid for interest	**$ 237,888**	$ 315,190

The accompanying notes are an integral part of these financial statements.

Nature of Operations

Weeks Medical Center (Hospital), a New Hampshire not-for-profit corporation, provides medical services on an inpatient and outpatient basis in Northern New Hampshire. New England Alliance for Health (NEAH) was formed, effective January 1, 2009, which is a limited liability company owned and managed by Mary Hitchcock Memorial Hospital. NEAH is an alliance of healthcare providers that provides services to its members. The Hospital was a member of NEAH through June 30, 2017. NEAH is not a parent organization of the Hospital and, as such, does not have powers reserved to it. The accompanying financial statements represent only the accounts of the Hospital and not those of NEAH.

On June 30, 2015, Weeks Medical Center, along with three other hospitals in the North Country (Androscoggin Valley Hospital (AVH), Upper Connecticut Valley Hospital (UCVH), and Littleton Regional Healthcare (LRH)), signed an Affiliation Agreement. During that same week, the Boards of each of the hospitals approved the Affiliation documents which consist of an Affiliation Agreement, a Management Services Agreement, and Bylaw changes. The application to the New Hampshire Attorney General's office and Charitable Trust Unit was approved in December 2015.

Effective April 1, 2016, North Country Healthcare, Inc. (NCHI), became the sole corporate member of the Hospital. NCHI is also the parent company of AVH, UCVH, LRH and North Country Home Health & Hospice Agency, Inc. (NCHHHA). Any and all activity with these entities is disclosed as related party transactions.

1. Summary of Significant Accounting Policies

Basis of Financial Statement Presentation

Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions in accordance with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958, *Not-for-Profit Entities*. Under FASB ASC 958, all not-for-profit organizations are required to provide a balance sheet, statements of operations and changes in net assets and a statement of cash flows.

ASC 958 also requires that the amounts for each of the three classes of net assets - permanently restricted, temporarily restricted, and unrestricted - be displayed in a balance sheet and that the change in those classes of net assets be displayed in a statement of changes in net assets.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include all cash in banks and certificates of deposit with an original maturity of twelve months or less, excluding amounts whose use is limited by Board designation or amounts included in investments for temporarily and permanently restricted net assets.

Patient Accounts Receivable

Patient accounts receivable are carried at the amount management expects to collect from outstanding balances.

Patient receivables are periodically evaluated for collectibility based on credit history and current financial condition. Provisions for losses on receivables are determined on the basis of loss experience, known and inherent risks, estimated value of collateral and current economic conditions. The Hospital uses the allowance method to account for uncollectible accounts receivable.

In evaluating the collectibility of accounts receivable, the Hospital analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts and the provision for bad debts. Data in each major payor source are regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to patients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established at varying levels based on the age of the receivables and the payor source. For receivables relating to self-pay patients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of patients to pay amounts for which they are financially responsible. Actual write-offs are charged against the allowance for doubtful accounts.

Investments and Investment Income

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the balance sheet. Management has adopted FASB ASC 825-10-35-4, *Financial Instruments-Overall-Subsequent Measurement*, and has elected the fair value option relative to its investments which consolidates all investment performance activity within the nonoperating gains section of the statements of operations.

Temporarily donor-restricted investment income and gains on investments on donor-restricted investments are recorded within temporarily restricted net assets until expended in accordance with the donor's restrictions.

Assets Limited as to Use

Assets limited as to use consist of funds set aside in a money market account pending final resolution of the outstanding litigation related to disproportionate share hospital (DSH) payments as discussed further in Note 7.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets to the Hospital are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the conditions on which they depend are substantially met. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When donor restrictions expire, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of operations as net assets released from restrictions. Donor restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying financial statements.

Supplies

Supplies are carried at the lower of cost (determined by the first-in, first-out method) or market.

Property and Equipment

Property and equipment acquisitions are recorded at cost, or if contributed, at fair market value determined at the date of donation. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed using the straight-line method. Equipment under capital lease obligations is amortized on the straight-line method over the shorter period of the lease term or the asset's estimated useful life. Such amortization is included in depreciation and amortization in the financial statements. Interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

Gifts of long-lived assets, such as land, buildings or equipment, are reported as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Interest Rate Swap

The Hospital used an interest rate swap contract to eliminate the cash flow exposure of interest rate movements on variable-rate debt. The Hospital had adopted FASB ASC 815, *Derivatives and Hedging*, to account for its interest rate swap contracts. The interest rate swap contracts are not designated as cash flow hedges, and thus are included within nonoperating gain. The Hospital used three interest rate swap contracts through June 30, 2015, when two expired. During 2016, both parties mutually agreed to terminate the remaining swap for $337,700 and a realized gain of $47,148 was recorded.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Hospital have been limited by donors to a specific time period or purpose. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of operations as either net assets released from restrictions for operations or net assets released from restrictions used for capital acquisition.

Nonoperating Gains (Losses)

Activities, other than in connection with providing healthcare services, are considered nonoperating. Nonoperating gains and losses consist primarily of income on invested funds, unrestricted gifts, provision for uncollectible related party receivables and realized gain on interest rate swap.

Contributions

Contributions, including unconditional promises to give, are recognized as revenues in the period received. Contributions of assets other than cash are recorded at their estimated fair value. Contributions to be received after one year are discounted at an appropriate discount rate commensurate with the risks involved. Amortization of the discount is recorded as additional contribution revenue in accordance with donor-imposed restrictions, if any, on the contribution. An allowance for uncollectible contributions receivable is provided based upon management's judgment of potential defaults. The determination includes such factors as prior collection history, type of contribution and nature of fundraising activity.

Net Patient Service Revenue

The Hospital has agreements with third-party payors that provide for payments to the Hospital at amounts different from established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges and per diem rates. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods, as final settlements are determined. Management believes that adequate provision has been made for adjustments that may result from final determination of amounts earned under these programs.

Excess of Revenues, Gains and Other Support Over Expenses and Nonoperating Gains

The statements of operations include excess of revenues, gains, and other support over expenses and nonoperating gains. Changes in unrestricted net assets which are excluded from this measure, consistent with industry practice, are assets released from restrictions for capital acquisitions.

Charity Care

The Hospital provides care, without charge or at amounts less than its established rates, to patients who meet certain criteria under its charity care policy. The criteria for charity care consider such factors as family income and net worth. Because the Hospital does not pursue collection of amounts determined to qualify as charity care, they are not reported in net revenue.

Income Taxes

The Hospital is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code, and is exempt from federal income taxes on related income.

Subsequent Events

Management has considered transactions or events through December 13, 2017, which was the date the financial statements were issued. Management has not considered transactions or events subsequent to this date for inclusion in the financial statements.

2. Net Patient Service Revenue and Patient Accounts Receivable

Net Patient Service Revenue

Patient service revenue is reported net of contractual allowances and other discounts as follows for the years ended September 30:

	2017	2016
Gross patient service revenue	**$ 79,067,026**	$ 75,964,133
Less contractual allowances	**(33,732,961)**	(33,031,763)
Less charity care	**(1,051,614)**	(827,472)
Patient service revenue (net of contractual allowances and discounts)	**44,282,451**	42,104,898
Less provision for bad debts	**1,663,345**	1,634,914
Net patient service revenue	**$ 42,619,106**	$ 40,469,984

Patient Accounts Receivable

Patient accounts receivable is stated net of estimated contractual allowances and allowances for doubtful accounts as of September 30:

	2017	2016
Gross patient accounts receivable	$ 8,787,508	$ 8,188,731
Less: Estimated contractual allowances	3,330,723	3,057,564
Estimated allowance for doubtful accounts	1,315,405	1,314,868
Net patient accounts receivable	$ 4,141,380	$ 3,816,299

The portion representing the estimated allowance for doubtful accounts at September 30 is as follows:

	2017	2016
Self-pay patients	$1,009,496	$ 936,452
All other payors	305,909	378,416
	$1,315,405	$1,314,868

Self-pay write-offs decreased from $2,577,829 to $1,934,321 during 2017 and increased from $2,076,935 to $2,577,829 during 2016. Such changes resulted from trends experienced in the collection of amounts from self-pay patients and third-party payors.

The Hospital has agreements with third-party payors that provide for payments to the Hospital at amounts different from its established rates. A summary of the payment arrangements with major third-party payors follows:

Medicare

The Hospital is a Critical Access Hospital (CAH). Under the CAH program, the Hospital is reimbursed at 101% of allowable costs for its inpatients and most outpatient services provided to Medicare patients. The Hospital is reimbursed at tentative rates with final determination after submission of annual cost reports by the Hospital and audits thereof by the Medicare fiscal intermediary. The Hospital's Medicare cost reports have been audited by the fiscal intermediary through September 30, 2011.

Medicaid

Inpatient services rendered to Medicaid program beneficiaries are reimbursed under prospectively determined per-diem rates. The prospectively determined per-diem rates are not subject to retroactive adjustment. Outpatient services rendered to Medicaid beneficiaries are reimbursed on a cost reimbursement methodology and a national fee schedule for certain services. The Hospital is reimbursed for outpatient services at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the fiscal intermediary. The Hospital's Medicaid cost reports have been audited by the fiscal intermediary through September 30, 2011.

Anthem

Inpatient and outpatient services rendered to Anthem subscribers are reimbursed based on standard charges less a negotiated discount, except for lab, radiology, and physician services which are reimbursed on fee schedules.

The Hospital has also entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the Hospital under these agreements includes prospectively determined rates, discount from charges and prospectively determined daily rates.

Revenue from the Medicare and Medicaid programs accounted for approximately 56% and 9%, respectively, of the Hospital's net patient service revenue for the year ended 2017, and 59% and 10%, respectively, of the Hospital's net patient service revenue for the year ended 2016. Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term. Net patient service revenue increased approximately $1,010,000 and $71,000 in 2017 and 2016, respectively, due to differences in settlements from amounts previously estimated.

The Hospital recognizes patient service revenue relating to services rendered to patients having third-party payor coverage on the basis of contractual rates for such services. For services rendered to self-pay or uninsured patients, revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay patients, a provision for bad debts is recorded based on experience and the effects of newly-identified circumstances and trends in pay rates. Patient service revenue, net of contractual allowances and discounts, but before the provision for bad debts, recognized during 2017 totaled $44,282,451, of which $42,117,686 was revenue from third-party payors and $2,164,765 was revenue from self-pay patients. Patient service revenue, net of contractual allowances and discounts, but before the provision for bad debts, recognized during 2016 totaled $42,104,898, of which $40,042,396 was revenue from third-party payors and $2,062,502 was revenue from self-pay patients.

3. Community Benefit

The Hospital provides services without charge or at amounts less than the established rates, to parties who meet the criteria of its charity care policy. The criteria for charity care measures family income against the income poverty guidelines established by the U.S. Department of Health and Human Services (DHHS).

Discounts are provided on a sliding scale based on the relationship of family size and income level against the income poverty guidelines established by DHHS and as set forth in the charity care policy.

The net cost of charity care provided was approximately $615,000 and $506,000 for the years ended September 30, 2017 and 2016, respectively. The total cost estimate is based on an overall cost to charge ratio applied against gross charity care charges. In 2017 and 2016, 1.3% and 1.1%, respectively, of all services as defined by percentage of gross revenue was provided on a charity care basis.

In 2017, of a total of 571 inpatients, 56 received their entire episode of service on a charity care basis. In 2016, of a total of 546 inpatients, 18 received their entire episode of service on a charity care basis.

In 2017, of a total of 87,822 outpatients, 4,182 received their entire episode of service on a charity care basis. In 2016, of a total of 87,268 outpatients, 3,159 received their entire episode of service on a charity care basis.

4. Property and Equipment

The major categories of property and equipment are as follows:

	2017	2016
Land and improvements	**$ 2,297,354**	$ 2,277,857
Buildings	**14,089,034**	14,043,395
Fixed equipment - buildings and improvements	**13,635,733**	13,617,691
Fixed equipment - departmental	**476,285**	428,652
Major movable equipment	**13,187,383**	12,978,537
Construction in progress	**227,287**	251,931
	43,913,076	43,598,063
Less: accumulated depreciation	**29,689,736**	28,312,585
	$14,223,340	$15,285,478

5. Investments and Investment Income

Investments consisted of the following as of September 30:

	2017	2016
Internally designated investments		
Cash and cash equivalents	**$ 2,941,208**	$ 2,683,006
Marketable equity securities	**9,513,666**	8,406,638
Equity mutual funds	**235,289**	200,059
Corporate bonds	**1,320,535**	2,077,924
U.S. Treasury obligations and government securities	**3,479,299**	3,094,172
	17,489,997	16,461,799

	2017	2016
Restricted investments		
Cash and cash equivalents	**362,861**	236,942
Certificates of deposit	**181,376**	281,075
Marketable equity securities	**325,503**	254,053
Corporate bonds	**87,427**	266,593
U.S. Treasury obligations and government securities	**279,314**	282,139
	1,236,481	1,320,802
	$18,726,478	$17,782,601

Total investment return is composed of the following for the years ended September 30:

	2017	2016
Interest and dividend income		
Unrestricted	**$ 394,504**	$ 388,065
Temporarily restricted	**8,229**	11,178
Unrealized gains		
Unrestricted	**460,845**	939,550
Temporarily restricted	**22,162**	8,141
Realized gains		
Unrestricted	**237,974**	218,376
	$ 1,123,714	$ 1,565,310

Endowment

Return Objectives and Risk Parameters

The Hospital has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Hospital must hold in perpetuity or for a donor-specified period(s). Under this policy, as approved by the Board of Trustees, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of the S&P 500 index while assuming a moderate level of investment risk. The Hospital expects its endowment funds, over time, to provide an average rate of return of approximately nine percent annually. Actual returns in any given year may vary from this amount.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Hospital relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Hospital targets a diversified asset allocation that places a weighted ratio on equity-based and fixed income investments to achieve its long-term return objectives within prudent risk constraints.

Uniform Prudent Management of Institutional Funds Act

Effective July 1, 2008, the State of New Hampshire adopted the Uniform Prudent Management of Institutional Funds Act enacted as Revised Statutes Annotated (RSA) Chapter 292-B. This RSA provides guidance and special rules for the management of endowment funds. Unexpended investment income on permanently restricted net assets is required to be reported as temporarily restricted net assets until appropriated.

Endowment (donor-restricted) net asset composition by type of fund as of September 30:

	Temporarily Restricted	Permanently Restricted	Total
Balances, October 1, 2015	$123,438	$911,914	$1,035,352
Investment loss			
Investment income, net	2,237	-	2,237
Net appreciation (realized and unrealized)	2,138	-	2,138
Total investment loss	4,375	-	4,375
Balances, September 30, 2016	127,813	911,914	1,039,727
Investment return			
Investment income, net	**538**	**-**	**538**
Net appreciation (realized and unrealized)	**13,908**	**-**	**13,908**
Total investment return	**14,446**	**-**	**14,446**
Balances, September 30, 2017	**$142,259**	**$911,914**	**$1,054,173**

6. Borrowings

Long-term debt consisted of the following as of September 30:

	2017	2016
Business Finance Authority of the State of New Hampshire variable rate (2.76% at September 30, 2016) Hospital Revenue Series 2010 Bonds due September 2030. Principal payments are due in annual installments, ranging from $417,000 in 2018 to $760,000 in 2030; collateralized by substantially all of the property and equipment of the Hospital.	**$ 7,622,500**	$ 8,012,500
Less unamortized debt issuance costs	**91,721**	98,822
Less current maturities	**417,000**	390,000
	$ 7,113,779	$ 7,523,678

The bond agreements require that the Hospital meet certain covenants. As of September 30, 2017 and 2016, the Hospital was in compliance with these covenants.

Estimated maturities for long-term debt in subsequent fiscal years from September 30, 2017 are as follows:

2018	$ 417,000
2019	444,000
2020	444,000
2021	510,000
2022	510,000
Thereafter	5,297,500
	$ 7,622,500

7. Commitments and Contingencies

Liability Insurance Coverage

The Hospital insures its comprehensive general liability and professional liability exposures on a claims-made basis, including prior acts coverage, with a commercial carrier. The Hospital is subject to a claim which is in the discovery stage and for which no accrual for loss has been made as the potential for any liability is not reasonably estimable. Management believes it has meritorious defenses and will defend itself vigorously. All known significant asserted and unasserted claims alleging malpractice have been communicated to the insurer who is responsible for resolving the claim and the related costs of litigation.

GAAP requires the Hospital to accrue the ultimate cost of liability claims when the incident that gives rise to the claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. The Hospital has evaluated its exposure to losses arising from potential claims and has accrued a liability and corresponding asset for the year ended September 30, 2017. The liability and asset are included in the balance sheet within accounts payable and accrued expenses and other current assets, respectively.

Health Insurance

In January 2008, the Hospital established a health maintenance organization (HMO) medical plan and a high deductible health savings account (HSA) plan for its employees. The HSA is funded by the employees, and a deduction is available pre-tax through payroll. In order to assist employees with meeting this higher deductible, the Hospital also established a Health Reimbursement Account (HRA) which will reimburse employees for medical expenses incurred over their portion of the deductible, until the full deductible is met. If expenses over their portion of the deductible are not met by the employee, the HRA funds remain the property of the Hospital. All HSA funds contributed by the employee remain their property.

The HSA plan has a single person deductible of $5,000, of which the Hospital would reimburse up to the last $3,700 and a two person or family plan total deductible of $10,000, of which the Hospital would reimburse up to the last $7,400.

As of September 30, 2017 and 2016, a reserve was established in the amount of $55,664 and $58,458, respectively, to fund potential claims by employees who are eligible for reimbursement for their incurred deductible expenses through the HRA.

Medicaid Enhancement Tax and Disproportionate Share Payments

In New Hampshire, hospitals are subject to a 5.45% tax, the Medicaid Enhancement Tax (MET), on net taxable revenues.

Medicaid disproportionate share hospital (DSH) payments provide financial assistance to hospitals that serve a large number of low-income patients. The federal government distributes federal DSH funds to each state based on a statutory formula. The states, in turn, distribute their portion of the DSH funding among qualifying hospitals. The states are to use their federal DSH allotments to help cover costs of hospitals that provide care to low-income patients when those costs are not covered by other payors. The State of New Hampshire's distribution of DSH monies to the hospitals is subject to audit by the Centers for Medicare & Medicaid Services (CMS). A number of hospitals in New Hampshire filed a lawsuit relative to the results of the 2011 audit of these DSH payments and the court ruled in favor of the hospitals in March 2016. CMS has appealed the ruling and, until such time as a final ruling from the appeal is made, the Hospital has not changed its position with respect to the amounts recorded in its financial statements. Should the court's ruling stand, the Hospital will adjust the amounts held in contingency in the year the ruling is upheld.

8. Retirement Plan

The Hospital has a 403(b) tax sheltered annuity plan that covers substantially all full-time employees and part-time employees who work over 1,000 hours. Contributions are computed as a percentage of earnings and are funded as accrued. The pension plan expense for the years ended September 30, 2017 and 2016 was $560,803 and $480,481, respectively.

9. Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are available for the following purposes or periods at September 30:

	2017	2016
Indigent care	**$ 109,902**	$ 218,362
Health education	**156,652**	130,244
Endowment accumulated earnings	**142,259**	127,813
	$ 408,813	$ 476,419

Permanently restricted net assets are restricted to the following at September 30:

	2017	2016
Investments to be held in perpetuity, the income from which is expendable to support healthcare services (reported as non-operating income)	**$ 911,914**	$ 911,914

During 2017 and 2016, net assets were released from donor restrictions by incurring expenditures satisfying the restricted purposes of capital acquisitions, indigent care and healthcare education in the amounts of $166,606 and $86,884, respectively.

10. Concentration of Credit Risk

The Hospital maintains cash balances at several financial institutions. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to $250,000. At times during the year, the Hospital's cash in bank exceeded insured limits. The Hospital has not incurred any losses from uninsured cash in bank as of September 30, 2017.

The Hospital grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors at September 30, 2017 and 2016 was as follows:

	2017	2016
Medicare	44 %	43 %
Medicaid	7	10
Blue Cross/HMO	10	9
Other third-party payors	17	14
Patients	22	24
	100 %	100 %

11. Functional Expenses

The Hospital provides general healthcare services to residents within its geographic location. Expenses related to providing these services are as follows:

	2017	2016
Healthcare services	$37,902,277	$37,036,452
General and administrative	7,212,657	6,547,947
	$45,114,934	$43,584,399

12. Fair Value of Financial Instruments

Fair Value Measurement

FASB ASC 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1 - Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2 - Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3 - Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

Assets and liabilities measured at fair value on a recurring basis are summarized below.

	Fair Value Measurements at September 30, 2017		
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Assets			
Cash and cash equivalents	$ 3,304,069	$ 3,304,069	$ -
Certificates of deposit	181,376	181,376	-
Marketable equity securities			
Materials	702,373	702,373	-
Industrials	1,523,013	1,523,013	-
Telecommunications	265,980	265,980	-
Consumer	2,691,474	2,691,474	-
Energy	583,320	583,320	-
Financial services	1,392,607	1,392,607	-
healthcare	1,248,994	1,248,994	-
Information technology	1,277,986	1,277,986	-
Other	153,422	153,422	-
Total marketable equity securities	9,839,169	9,839,169	-
Mutual funds			
Equity funds	235,289	235,289	-
Total mutual funds	235,289	235,289	-
Corporate bonds	1,407,962	-	1,407,962
U.S. Treasury obligations and government securities	3,758,613	3,758,613	-
Total assets at fair value	$ 18,726,478	$ 17,318,516	$ 1,407,962

	Fair Value Measurements at September 30, 2016		
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)
Assets			
Cash and cash equivalents	$ 2,919,948	$ 2,919,948	$ -
Certificates of deposit	281,075	281,075	-
Marketable equity securities			
Materials	593,242	593,242	-
Industrials	1,415,901	1,415,901	-
Telecommunications	277,770	277,770	-
Consumer	2,569,613	2,569,613	-
Energy	529,736	529,736	-
Financial services	1,125,544	1,125,544	-
Healthcare	1,027,279	1,027,279	-
Information technology	1,054,938	1,054,938	-
Other	66,668	66,668	-
Total marketable equity securities	8,660,691	8,660,691	-
Mutual funds			
Equity funds	200,059	200,059	-
Corporate bonds	2,344,517	-	2,344,517
U.S. Treasury obligations and government securities	3,376,311	3,376,311	-
Total assets at fair value	$ 17,782,601	$ 15,438,084	$ 2,344,517

The fair value for Level 2 assets is primarily based on market prices of comparable securities, interest rates, and credit risk. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instrument.

13. Meaningful Use Revenues

The Medicare and Medicaid electronic health record (EHR) incentive programs provide a financial incentive for achieving "meaningful use" of certified EHR technology. The criteria for meaningful use will be staged in three steps from fiscal year 2012 through 2016. The meaningful use attestation is subject to audit by the Centers for Medicare & Medicaid Services in future years. As part of this process, a final settlement amount for the incentive payments could be established that differs from the initial calculation, and could result in return of a portion or all of the incentive payments received by the Hospital.

The Medicaid program will provide incentive payments to hospitals and eligible professionals as they adopt, implement, upgrade or demonstrate meaningful use in the first year of participation and demonstrate meaningful use for up to five remaining participation years.

During 2017 and 2016, the Hospital demonstrated meaningful use related to its certified EHR system, allowing the Hospital to be eligible to receive EHR incentive payments from Medicare and Medicaid. During 2017, the Hospital recorded meaningful use revenues of $262,372 related to Medicare and $38,250 related to Medicaid. During 2016, the Hospital recorded meaningful use revenues of $442,752 related to Medicare and $35,339 related to Medicaid.

As of September 30, 2017 and 2016, the Hospital has recorded approximately $274,000 and $529,000, respectively, in deferred revenue as the Hospital will recognize the Medicare incentive income over the useful lives of the assets.

14. Related Party Transactions

The Hospital, along with UCVH and AVH, are corporators of Northern New Hampshire Healthcare Collaborative, Inc. (NNHHC). NNHHC was formed as a tax-exempt corporation to provide a vehicle for shared ownership arrangements among three organizations. As of January 1, 2014, operation of the hospitals' home health services was transferred to NNHHC. Upon commencement of operations of NNHHC, the Hospital advanced approximately $1 million of assets. Additional funds have been advanced to NNHHC to help fund operations. Amounts outstanding under these advances was $866,339 and $692,745 at September 30, 2017 and 2016, respectively, and are fully reserved.

As a member of NCHI, the Hospital shares in various services with the other member hospitals and the parent. For the year ended September 30, 2017, the Hospital billed other member hospitals $288,492 and was billed $850,304 for shared services. At September 30, 2017, $30,175 was due to the member hospitals and the parent.

Total expenses incurred provided by other members are as follows:

	2017
AVH	$ 14,849
UCVH	103,570
NCHI	549,239
LRH	182,646
	$ 850,304

Weeks Medical Center
Board of Trustees and Officers – 2018

Name	Office
Ruby Berryman	
Scott Burns	
Charlie Cotton	
Dennis Couture	Secretary
Donald Crane	Chair
Sarah Desrochers	Vice Chair
William Everleth	
Stanley Holz	
Patrick Kelly	
Sharon Kopp	
Dana Muzzey	
Lisa Tetreault	
Keith Young	Treasurer

Michael Lee	President
Celeste Pitts	CFO
Lars Nielson	Chief Medical Officer
Laura Dolloff	CNO
Mark Morgan, MD	Medical Staff President
Warren West	Parent Board CEO

Honorary Members

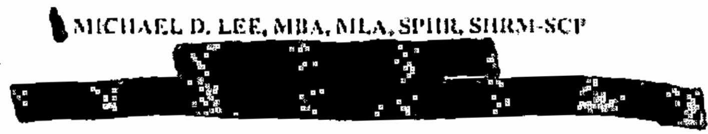
Rebecca Weeks Sherrill More Patsy Pilgrim	Honorary Trustees

Kathy.St.Onge@weeksmedical.org Administrative Assistant 788-5026-W

Revised: 1/23/18

STAFFING AND RESUMES

MICHAEL D. LEE, MBA, MLA, SPHR, SHRM-SCP



EXECUTIVE HIGHLIGHTS

Executive Servant Leadership
Physician Recruitment, Contracting & Practice Management
Budget Creation, Financial Analysis & Administration
Payroll Processing, Cost Accounting & Salary Administration
Grievance & Incident Investigation and Resolution
Strategic & Management Action Planning & Coaching
Quality Assurance & Performance Improvement
System & Staffing Analysis & Redesign
Team Building & Exceptional Customer Service
Certified in Labor Relations & Negotiations

EXPERIENCE

Weeks Medical Center
President, September 2017 – Present

Adirondack Medical Center
Chief Human Resources Officer, Interim COO & Administrator, December 2012 – September 2017
-Developed per diem provider pool to reduce locum utilization
-Contributed to strategic plan creation with specific responsibility in staffing transitions & population health
-Assisted with organizational cost reductions, including programming &staffing analysis, that saved the organization over 2 Million
-Implemented self insured health & prescription drug, short and long term disability, long term care and college savings plans
-Re-opened collective bargaining agreement with UFCW and re-negotiated a three year contract with NYSNA
-Re-organized human resources department and functions to assist with organizational cost reduction and eliminated three FTEs
Vice President of Human Resource, Physician Practices & Rehabilitation & Laboratory Services, March 2007 - August 2008
-Designed in-house physician recruitment & retention, contracted with providers & co-administered five health centers
-Provided leadership and fiscal guidance for operating three laboratories, four outpatient rehab centers & five physician practices
-Negotiated three year contract with New York State Nurses' Association, below budgetary constraints
-Developed a monthly labor management meeting with newly acquired nursing homes
-Developed and administered a consumer driven employee health insurance plan

St. Andrews Hospital and Healthcare: St. Andrews Village
Executive Director & Administrator for the Gregory Wing, Save Havens & Assisted Living, June 2009 – December 2012
-Interim Vice President of Senior Living over two senior living communities & home health and hospice
-Integrated long-term care nursing, billing, facilities and security with LCHC Senior Services
-Co-developed clinical documentation quality control processes & financial turn-around
-Forecasted increased future bed demand needs for nursing facility & completed multi-year pro-formas
-Improved St. Andrews Association customer satisfaction exceeds rating from 25% to 95%
Vice President of Human Resources, March 2006 - March 2007
-Conducted wage and salary review and created salary grids and formalized compensation practices
-Automated human resources reports utilizing Medi-tech and Excel

Sebasticook Family Doctors
Interim Chief Executive Officer, September 2008 - June 2009
-Doubled the medical staff size in ten months and expanded clinic services by adding two additional sites
-Created short term financial strategy turn around from a 15% loss to a 2.5% positive operating margin
-Renegotiated employee benefits and saved approximately $80 thousand annually
-Drafted and was awarded Increased Demand for Service BPHC grant

Mid-Coast Mental Health Center, March 2001 to March 2006 (Acquired by Penobscot Health)
Director of Human Resources, & Administration March 2001 to March 2006
Interim Executive Director & Chief Financial Officer, June 2005 to March 2006
-Facilitated merger and work teams including Clinical Models, Compliance, Accounting, and Human Resources
-Negotiated thirteen contracts with Maine DOH
-Designed and administered employee satisfaction survey and facilitated action plan that improved satisfaction
-Negotiated employee benefits annually, implemented a PPO & HMO, changed retirement plan broker and TPA

Inland Hospital,
Vice President of Human Resources and Administrative Operations, March 2000 to April 2001
-Completed Human Resources', Facilities, Engineering, Housekeeping & Dietary Services Strategic Plans
-Oversaw the building, financing and operating of a $ 4 million, co-owned medical office building
-Revised compensation grids, Human Resources & Administrative Policies and Employee Handbook
-Developed and administered Rabbi Trust for Corporate Executives
-Served as Plan Administrator & Benefits Manager and [illegible] HMO and POS plans

Michael D. Lee - continued on next page

Clark Sports Center & Learning Institute
Interim Executive Director, June 1999 to March 2000
Director of Administration: Controller & Director of Human Resources, October 1994 to June 1997
-Provided operational leadership and directly managed Human Resources, Accounting, Human Resources & Facilities
-Developed and Administered operating budgets
-Continued Strategic Planning Process and facilitated program development and customer service training
-Upgraded all hardware to be Y2K compliant & installed accounting & membership software
-Localized accounting functions and automated accounting general ledger and payroll processing
-Created salary classification system, job descriptions, employee handbook and bid and administered benefits

Sun Yacht Charters, Incorporated (Acquired by Star Dust Marine)
Chief Financial & Human Resources Officer, September 1998 to March 1999
Completed general ledger installation and conversion
-Created and administered international budgets
-Projected cash flow, generated cost analysis, consolidated financial reports & processed payroll
-Designed and managed employee benefits, job descriptions, evaluations and salary grids

Pathfinder Village, Incorporated
Director of Operations, June 1997 to September 1998
-Directed Personnel & Accounting, oversaw School, Programs, Staff Education, Food Service and Facilities
-Created salary grids and updated benefit package, job descriptions and employee handbook
-Revised administrative, program, and residential policies and procedures
-Participated in Comprehensive Agency Reviews and Private Residential School Certification
-Directly managed corporate compliance, risk management & state contract negotiations and administration
Responsible for 3 Senior Staff, 7 Supervisors and 130 Staff

The Bassett Research Institute
Grants Administration Officer, June 1993 to October 1994
-Drafted budget and administrative portion of grants
-Petitioned sponsoring agencies for funds disbursements
-Created and maintained databases for research studies and grant tracking
-Facilitated project meetings and presented interim statistics

Electronic Data Systems, Financial Analyst and Accountant
Invoice Reconciliation, Dallas, Texas, February 1990 to September 1990
Mexico Operations, Mexico City, Mexico, September 1990 to September 1991
Border Operations, Juarez, Chihuahua Mexico, September 1991 to January 1993

COMPUTER
Excel, Word, Access, Lawson, LAN Administrator, Lotus, Q&A, Gem, Word Perfect, Harvard Graphics, Basic, Visio, and QuickBooks, Peachtree, JD Edwards and McCormick & Dodge General Ledger Packages, ADP and Paychecks payroll processing and software, Report Writer and Preview HRIS, and PsychConsult

EDUCATION
Clarkson University, Potsdam, New York
GPA 3.7/4.0
MBA, Concentration Finance and Personnel Management, May 1989
Merit Scholarship and Teaching Assistantship in Economics
Vice President of Graduate Management Association

State University of New York, Oneonta, New York
GPA 3.7/4.0
BA, Business Economics, December 1987
Honors Student
Economics Tutor

Michael D. Lee - continued on next page

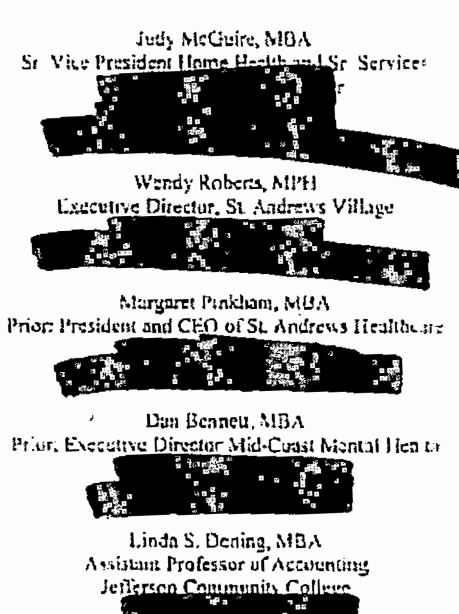
ADDITIONAL TRAINING

Multi-level nursing home administrator licensed in NY and ME, certified Senior Professional Human Resources (SPHR), certified in Labor Relations - Collective Bargaining through Cornell University's ILR, Woodstock Institute: Collaborating and Leading in Today's World, Accounting and Finance Development Program (EDS), Human Resources and the Law, Year End Reporting Requirements, LAN Administrator, Grant Preparation (PHS 398), Participated in Center for Creative Leadership Forum, OSHA Certification, Incident Investigation, Rights and Responsibilities of Recipients, Attended Access, Internet, PC Troubleshooting Training, Healthcare Systems in the United States and sundry other seminars.

COMMUNITY SERVICE

Volunteered with Island Institute and previously with the SPCA, and Children's Triathlon Club, Ran the Boston Marathon for Dana Farber Cancer Research, and assisted in grant writing and preparation for community health and education endeavors, Prior Supervisory Committee Chair of Bassett Federal Credit Union & Treasurer of LEAF.

REFERENCES



Judy McGuire, MBA
Sr. Vice President Home Health and Sr. Services

Wendy Roberts, MPH
Executive Director, St. Andrews Village

Margaret Pinkham, MBA
Prior: President and CEO of St. Andrews Healthcare

Dan Bennett, MBA
Prior: Executive Director Mid-Coast Mental Health

Linda S. Dening, MBA
Assistant Professor of Accounting
Jefferson Community College

Lars E. Nielson, MD, FACOG

Experience:

October 2003 – Present	Weeks Medical Center	Lancaster, NH
June 2006 – Present	Chief Medical Officer Weeks Medical Center	Lancaster, NH
9/2006 – Present	N.H. Foundation for Healthy Communities Member of Medical Executive Committee	
1/2007 – Present	Chair DHA Quality and Planning Board	
6/2007 – Present	Chair DHA CMO Committee	
6/2006 - Present	Medical Director Family Planning Weeks Medical Center	
Staff Ob-GYN	Chief of Ob-GYN, Member of EMR Task Force	
July 1990 - Sept 2003	Littleton Regional Hospital	Littleton, NH

Solo Private Practice Ob-GYN

- Full range of reproductive health services including infertility and urogynecology
- President of Medical Staff, Littleton Regional Hospital, 1999- 2000
- Member, Littleton Regional Hospital Board of Trustees, 2001-2003
- Chair, Medical Records, Utilization Review Committee, 1995-1999

Sept 1995 to Sept 2003 — Ammonusuc Community Health Service, Littleton, NH

Director of Reproductive Health

- Supervised Family Practitioners, Midwives, and Nurse Practitioners
- Responsible for Establishing, Reviewing & Revising Clinical Protocols

July 1986 – June 1990 — 812th Strategic Hospital — Ellsworth AFB, SD

Chief of Ob-GYN

- Provided full range of reproductive health services
- Supervised other Ob-GYNs, Midwives, Nurse Practitioners and other support staff
- Chief of Hospital Services 1985 – 86
- Awarded Meritorious Service Medal

Education

October 2004 – June 2004	Structural Acupuncture for Physicians, Harvard Medical School, Boston, MA
July 1982 – June 1986	Medical Center Hospital of Vermont, Burlington, VT Residency in Obstetrics & Gynecology
September 1978 – May 1982	Tufts University School of Medicine, Boston, MA Medical Doctor

Lars Nielson, MD - continued on next page

September 1972 – May 1976	University of Vermont BA in Biochemistry	Burlington, VT

Board Certification American Board of Ob-GYN 1989, Recertified until 12/31/2009

Medical Licensure New Hampshire 1990 - Present

Community Service

Moderator President First Congregational Church, Littleton, NH 2004 – 2008
Weathervane Theater Board of Trustees, 1994 – 1996
President, Grafton County Medical Society, 1996 - 2000
Moderator, Shaken Baby Syndrome Conference 1996

Public Speaking

What's the Point of Acupuncture? Weeks Medical Center UCVH Women's Health Conference 2006

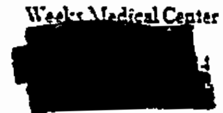
Your Sex Drive and How to Get it Back, Weeks Medical Center UCVH Women's Health Conference 2005

Menopause 101, Weeks Medical Center UCVH Women's Health Conference 2004

Emergency Childbirth, Northern New England EMT Conference 2001 & 2003

GLENN B. ADAMS, D.O.
Medical Director/Clinical Coordinator of Physician Services
CURRICULUM VITAE

Weeks Medical Center



EMPLOYMENT EXPERIENCE

Weeks Medical Center, 173 Middle Street, Lancaster, New Hampshire. Multi-provider hospital-owned practice. Outpatient clinic located in Groveton, New Hampshire. Full medical and obstetrical admitting privileges to Weeks Medical Center, September 2001 to present.

Laboratory Technician, Washington State University, Pullman, Washington, 1993-1994

High School Science Teacher, Katahdin High School, Sherman Station, Maine, 1990-1991

U.S. Peace Corps Volunteer, High School Science Teacher, Kenya, 1987-1989

HOSPITAL APPOINTMENTS

Medical Director, Weeks Medical Center Physicians' Office Practice

Head of Service for Office Practice, October 2008

Medical Director Hospice of Lancaster, May 2003

Medical Director Weeks Home Health, April 2005

Medical Director Weeks Medical Center Rehabilitation Department, July 2002

EDUCATION

Family Practice Residency Program, Eastern Maine Medical Center, Bangor, Maine, June 2001

Doctor of Osteopathy, University of New England College of Osteopathic Medicine (UNECOM), Biddeford, Maine, June 1998

Master of Science, Chemical Engineering, Washington State University, Pullman, Washington, August 1993

Bachelor of Chemical Engineering, University of Delaware, Newark, Delaware, June 1985

BOARD CERTIFICATION

Board Re-certified in Family Medicine, 2007

Glenn Adams, DO - continued on next page

HONORS AND AWARDS

CIBA-GEIGY Award for Outstanding Community Service, UNECOM, fall 1996

Sewall Scholarship, UNECOM, for my desire to practice rural primary care medicine

Member of the University of Delaware Honors Program

Paul B. Weisz Award for undergraduate research, University of Delaware, 1985

VOLUNTEER/COMMUNITY SERVICE ACTIVITIES

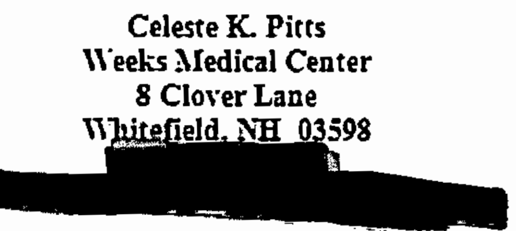
President, Physicians for Social Responsibility, UNECOM, 1995-1996

Vice President and Class Officer, Student Government Association, UNECOM, 1994-1996

Rona Glines

Objective	To obtain an administrative position within the health care field that will utilize my skills and experience.
Experience	1994-Present Weeks Medical Center Lancaster, NH **Director of Physician Services** • Responsible for Physician Services, Case Management, Health Information Management and Admitting/Communications. • Integrated the functions of physician offices and other departments within the organization. • Responsible for implementation of clinical and financial computer applications for the physician offices and Health Information Management. • Responsible for implementing an enterprise-wide Department of Case Management.
	1985–1994 Weeks Memorial Hospital Lancaster, NH **Patient Accounts Manager/Assistant Director of Fiscal Services** • Responsible for the day-to-day operation of the patient accounting department. • Ensured adequate cash flow to meet organizational needs. • Responsible for implementation and upgrade of computerized financial system. • Assisted managers with completion of departmental budgets.
	1980-1985 M&R Glines Auctions Lancaster, NH **Auctioneer/Appraiser** • Responsible for business management functions. • Set-up and conducted auction sales. • Performed estate and insurance appraisals for clients.
Education	1985 Plymouth State College Plymouth, NH • B.S., Business Administration and Computer Science • Graduated Summa Cum Laude
Interests	Antiques, Motorcycling, Skiing
References	Available upon request.

Celeste K. Pitts
Weeks Medical Center
8 Clover Lane
Whitefield, NH 03598



EXPERIENCE

CFO | **July 2009 - Present**
Weeks Medical Center | **Lancaster, NH**

Same responsibilities as Controller position, with added responsibility for Patient Accounting Department and Senior management duties.

Controller | **Jan. 2007 – July 2009**
Weeks Medical Center | **Lancaster, NH**

Responsible for all general accounting functions, including monthly closings and annual audit. Monthly reporting to Board of Directors Finance Committee. Responsible for preparation of Medicare Cost Report, and working with auditors from NGS. Annual budget preparation, 5 year plan preparation and annual chargemaster price increase. Work closely with other managers on chargemaster maintenance, budgeting and have developed an internal dashboard that is currently being used by all managers for quarterly budget meetings. Supervise Accounts Payable & Payroll functions and Financial Analyst position.

Senior Accountant/Financial Analyst | **Jan. 2006 – Dec. 2006**
Weeks Medical Center | **Lancaster, NH**

Responsible for Financial Statement preparation and analysis using the McKesson Paragon Software System. Reporting to various agencies, such as New Hampshire Data Bank. Miscellaneous financial reporting as needed for Dartmouth-Hitchcock Alliance. Worked closely with the CFO to prepare the Medicare Cost Report. Assisted with the budgeting process for the hospital. Responsible for all Bank Reconciliations and other account reconciliations, in particular the endowment and investment funds.

Business Manager | **Feb. 2005-Jan. 2006**
Morrison Nursing Home | **Whitefield, NH**

Responsible for all Accounting functions, in particular Financial Statement preparation and analysis. General Ledger Account Reconciliations, preparation of audit workpapers, Bank Reconciliations and Resident Trust Reconciliation. Responsible for all billing functions, including Medicare and Medicaid. Supervised Human Resources, Accounts Payable personnel and Receptionist. Worked directly with Administrator to report to the Board. Established correct billing procedures for Medicare Consolidated Billing for Skilled Nursing Facilities to include proper charges and cleaned up the outstanding Accounts Receivable from about 90 days to 30 days.

Celeste Pitts, CFO - continued on next page

EXPERIENCE (Continued)

Bookkeeper — July 2001-February 2005
Cherry Pond Designs — Jefferson, NH

Responsible for all Payroll, Accounts Payable & Receivable and Invoicing functions using QuickBooks. This was a part-time position.

Bookkeeper/Accountant — Dec. 1993 – July 1996
Fairfield Mall Management Office — Chicopee, Mass.

Responsible for all Accounts Receivable and Payable functions using the J.D. Edwards computer accounting system. Prepared audit work papers for outside auditors. Brought monthly sales report on-line and was used as the test case for all the properties. Compiled annual budget, which consisted of a Microsoft Excel file, composed of over 150 linked worksheets. This was a part time position. Periodically responsible for all accounting functions, which included all of the above plus general journal entries and monthly financial statement preparation.

Controller — Aug. 1982–June 1984
Hendrix Wire and Cable — Milford, NH

Responsible for preparation and analysis of monthly financial statements, preparing schedules and assisting outside auditors on year-end audit, compilation of yearly budgets and supervision of Accounts Receivable and Payables, General Ledger and Payroll functions. Managed a staff of five employees. Responsible for all data processing functions, which included installation of computer applications, supervision of data conversion and training of personnel.

Assistant Controller — Sept. 1980–Aug. 1982
Hendrix Wire and Cable — Milford, NH

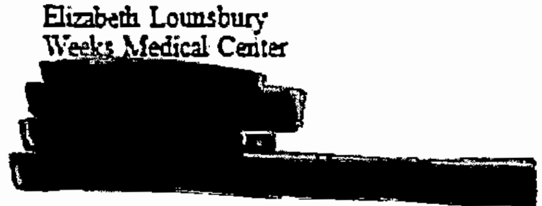
Prepared monthly financial statements for Controller to analyze. Maintained FIFO records and costed monthly inventories. Maintained fixed asset records. IBM System/34 Operator. Responsible for installing application software, software maintenance and security.

EDUCATION

New Hampshire College — May 1985
Masters in Business Administration

Bentley College — May 1980
Bachelor of Science in Accounting

Elizabeth Lounsbury
Weeks Medical Center



Employment Goal: Obtain a full time position that offers new challenges in which my previous experience and accomplishments would be utilized.

Education: Community College of Vermont
6 credits remain to achieve degree 4.0 GPA
1971 – 1975 Carmel High School, Carmel, NY

Employment Experience: 2012 – Present Practice Manager, Weeks Medical Center
Lancaster, NH 03584

Responsibilities Include:

- Daily administrative and clinical non-clinical operations of four Physician's offices, providing supervision and development of staff, budgeting, establishing and monitoring goals, policy development & implementation, employee and physician satisfaction, etc.
- Manager of Family Planning Program, direct supervision of clinical support staff, policy development & implementation, budgeting, establishing & monitoring goals, attendance at State directors meetings.

2010 – 2012 Operations Manager, Weeks Medical Center
Lancaster, NH 03584

Responsibilities Include:

- Daily administrative and clinical non-clinical operations of Lancaster Physician's office, to include staffing, budgeting, establishing and monitoring goals, policy development & implementation, employee and physician satisfaction, etc.
- Manager of Family Planning Program, supervision of clinical staff, policy development & implementation, budgeting, establishing & monitoring goals, attendance at State directors meetings.

1997 – 2010 Medical Practice Manager, North Country Ob Gyn
North Country Hospital RHC Clinic

October 07 – April 09, Interim Dual Role

Elizabeth Lounsbury, Practice Manager - continued on next page

Medical Practice Manager
The Barton clinic, Primary Care Clinic
North Country Hospital RHC Clinic

Responsibilities Include:

- Daily administrative and clinical operations of clinic
- Ensure clinical quality of care as well as satisfaction
- Provide supervision and development of staff
- Promote staff and physician satisfaction
- Perform annual staff evaluations
- Develop goals, measurement and accomplishment
- Develop and maintain department budgets
- KRONOS time card system
- Performance Improvement initiatives and collaboration
- Maintain RHC manual and annual review
- Chart Auditing

Accomplishments Include:

- Superior Press Ganey patient experience measures
  (Consistently within top 5% of all Press Ganey Hospitals)
- Superior employee satisfaction measures
  (Several areas of significant favorable measures)
- Superior physician satisfaction and clinic productivity
- Significant employee retention results
- Successful EMR implementation, 2004
- Accomplishment of established goals
  Example: achieving VT Dept of Health state ranking to 1st and 2nd in First Trimester Care and Adequacy of Prenatal Care

Activities:

1998 -2002 Chairperson, Employee Activity Committee, NCH
1991 – 1992 STEP O.N.E. Advocate for victims of domestic and sexual abuse through court system.
1992 – 1994 STEP O.N.E. Member Board of Directors
1991 – 1993 President, Charleston Home and School Association

Awards:

2010-Awarded, Living the Standards Award, NCH
2009-Certificate of Award Patient Experience Mean Score 96%
2007-Apple Award Patient Experience 99th percentile ranking
2001-VIP Employee of the Year, NCH
2000-VIP NCH Employee of the Month November
1997-Community College of VT, Award for Significant Growth
1993-Charleston Friend of Education Award
1993-VIP NCH Employee of the Month January

References: Upon Request

HELENE JOSSELYN

SUMMARY

Since joining the nursing profession in 1974, my experience in all areas of hospital nursing as well as office nursing has given me great insight as to the various needs of each area. I am dedicated, well organized, and a patient advocate. Knowledgeable in the aspects of direct patient care. I also have knowledge as to the behind the scenes operation, such as ICD-9 and CPT coding, data entry and charge master knowledge.

Work History

12/1999 – present- *Lead Case Manager, Weeks Medical Center*

Develop and implement Case Management Program for the organization across the enterprise, which includes inpatient, office and home health patients. The goal is to develop tools and processes to meet the needs of high risk/high cost patients. Responsibilities include ensuring adequate staffing, with hiring, training, and evaluating; developing policies; preparing and managing the budget for the department.

03/1993 – 12/1999 - *Clinical Coordinator, Weeks Medical Center – Physician's Office*

Same duties as previous, but under new ownership and management.

12/1991 – 03/1993 – *Nursing Coordinator, Regional Medical Professional Association*

Responsible for the day-to-day clinical functions of three physician offices, Responsibilities included ensuring adequate staffing, with hiring, training and evaluating; developing policies; preparing and managing the budget for the department; assuring adequate physician coverage of the office; ordering supplies.

06/1985 – 09/1985 – *Med-Surg Staff nurse, Weeks Memorial Hospital* - Working as staff nurse and relief supervisor.

11/1984 – 06/1985 – *Emergency Room Head Nurse, Weeks Memorial Hospital*

Responsible for the day-to-day nursing functions of the Emergency Room. Responsibilities including nursing staff scheduling; training and evaluation of nursing staff, developing policies, ordering supplies.

02/1984 – 11/1984 – *Patient Care Coordinator, Weeks Memorial Hospital* Functioning as Assistant Director Nursing Services.

05/1982 – 02/1984 – *Operating Room Supervisor, Weeks Memorial Hospital*

Responsible for the day-to-day nursing functions of the Operating Room. Responsibilities including nursing staff scheduling; training and evaluation of nursing staff, developing policies; ordering supplies.

11/1980 – 05/1982 – *Med-Surg Staff Nurse, Weeks Memorial Hospital*

Working as staff nurse and relief supervisor.

09/1980 – 09/1981 – *Intensive Care Staff Nurse, Medical Center of Vermont Hospital*

Working as staff nurse in the intensive care area, with some coverage in the pediatric intensive care nursery.

09/1977 – 09/1980 – *Temporary Operating Room and Emergency Room Supervisor, Weeks Memorial Hospital*

Responsible for the day-to-day nursing functions of the Operating Room and Emergency Room. Responsibilities included nursing staff scheduling training and evaluation of nursing staff; developing policies, ordering supplies.

07/1974 – 09/1977 – *Med-Surg staff Nurse, Weeks Memorial Hospital*

Beginning as a graduate nurse, worked to increase my skills. Attending course and on the job training was able to functions as relieve supervisor, relief coronary care nurse, relief Emergency Room nurse.

Education

Registered Nurse, Diploma Program, NH Hospital School of Nursing, Concord NH - 1974

Interests and activities

Office manager for family Log Home Company and Log Cabin Vacation Rental Business.

- Design and draw construction plans on CAD program for log home customers.
- Design and develop brochures to promote various facets of home business.

Licenses & Certificates

NH Registered Nursing License, #017534-21, expiration 12/13/2010

Case Manager Certified, #AO11001293, expiration 10/01/2008

BENJAMIN STINSON
Clinical Application Specialist

Position Summary

- The Clinical Application Specialist will provide training to office Electronic Medical Record users and assist with on-going issues. He/she will also serve as the primary contact with eCW (eClinical Works support team).

Accountability

- The Clinical Application Specialist is accountable to the EMR Manager.

Interrelationships

- Works closely with medical staff, clinical and non-clinical eCW users, IS department and members of the Electronic Medical Records Steering Committee to maintain, enhance, and promote the efficient use of the organization's EMR program.

Qualifications

- Minimum of two years clinical experience in the health care field.
- Registered Nurse, Licensed Practical Nurse or Certified Medical Assistant, or equivalent.
- Certified by eCW or willing to become certified as a trainer.
- Minimum of two years working with various computer applications and hardware.
- Experience with electronic medical records, specifically eClinical Works, preferred.
- Basic knowledge of Microsoft Office (Word, Excel, PowerPoint).
- Excellent interpersonal communication skills, organizational skills, and time management skills.
- English speaking and writing skills required.

Age of Population Served and Age-Specific Technology

- None Specified

Service Excellence Criteria

1. ***Make a positive first impression.*** First impressions define our personality to others and set the tone. By making a positive first impression, our patients, families and colleagues will feel welcome in our Medical Center environment.
2. ***Treat others as guests.*** Act as a host and greet others as you would welcome a good friend.
3. ***Be an effective communicator.*** See that patients, families and colleagues are appropriately informed. Talk with others promptly if you are having a problem with them – follow the "Commitment to My Co-Workers".
4. ***Practice service recovery skills.*** Turn negative service or a negative impression into a positive outcome for the patient, family or colleague.
5. ***Be professional in image and appearance.*** Represent the Medical Center as a professional in image and attitude. Act as a role model for the Medical Center's dress code policy. Also, act as a role model for the Medical Center's Code of Conduct.
6. ***Practice teamwork.*** Work with your team to develop a common vision and common goals. Support your team members to achieve these goals and to provide excellence in patient care and services.
7. ***Project a positive attitude.*** Demonstrate an attitude of striving to find and implement positive approaches. Be part of the solution, not part of the problem. Do not openly criticize your colleagues in front of others or to patients and families.
8. ***Strive for excellence in all endeavors.*** Always look for ways to work more effectively. Strive for higher quality in a cost effective environment.

Benjamin Stinson, Clinical Application Specialist – (continued on next page)

Essential Functions of the Job

1. Create reports and monitor existing reports as to provider / staff performance as they relate to quality initiatives, such as meaningful use, CQI projects, adherence to workflow protocols, and others, as applicable.
2. Works with IS to develop, implement and enforce Privacy and Security measures; trains users on same
3. Ongoing monitoring of eCW use by all staff, to identify opportunities for improvement and variances from protocol providing additional training as indicated
4. Configure categories for new eCW users as well as existing users when changes are needed
5. Merge duplicate patients identifying why duplicate was created and working with staff that may have caused the duplicate patient to avoid recurrence
    a. As identified by reports: run the report 1st and 3rd Thursday monthly and identify duplicate patients, submitting a summary of findings to manager monthly by the following Thursday
        i. Exceeds: no delays in a 12 month period
        ii. Meets Standard: no more than 2 delays in a 12 month period
        iii. Needs Improvement: 3 or more delays in a 12 month period
        iv. Audit method: monitoring of report submitted to manager within established timeframes
    b. When a request is received to merge a duplicate patient record, it will be merged within 24 hours of notification
        i. Exceeds: less than 6 delays in a 12 month period
        ii. Meets Standard: no more than 6 delays in a 12 month period
        iii. Needs improvement: greater than 6 delays in a 12 month period
        iv. Audit method: submitting printed copy of request received with timestamp along with fax acknowledgement for form which is faxed to HIM
6. Work directly with staff to create and edit eCW templates
7. Work directly with staff to create and edit components of the progress note (ex. HPI, ROS, Exam, Treatment)
8. Adding new medications to eCW when appropriate to, confirming name, dosing information and linking to eCW formulary
9. Timely update provider schedules in eCW to reflect blocks, temporary and permanent changes. To be completed within 24 hours of receipt of request unless otherwise specified by requester
    a. Exceeds: less than 3 delays in 12 month period
    b. Meets Standard: no more than 3 delays in a 12 month period
    c. Needs Improvement: greater than 3 delays in a 12 month period
    d. Audit method: monitoring of reply to request that change has been completed
10. Accurate update provider schedules in eCW to reflect blocks, temporary and permanent changes
    a. Exceeds: greater than 95% accuracy in a 12 month period
    b. Meets Standard: 95% accuracy in a 12 month period
    c. Needs Improvement: less than 95% accuracy in a 12 month period
    d. Audit method: tracking of schedule change request and accuracy of the same
11. Recommends solutions to problems identified within the EMR system
12. Participates in the critique and testing of enhancement updates to the EMR
13. Recommends and develops policies, procedures and guidelines to support the EMR system
14. Provides backup for other EMR support team members per department Job Action Sheet
15. Other duties as directed

General Categories

1. <u>Attendance:</u> Does not exceed ten unplanned absences in a 12-month period. Does not exceed ten episodes of tardiness.
    a. Exceeds = 0 absences
    b. Meets = 1-6 absences
    c. Needs Improvement = 7-10 absences
2. <u>General Safety:</u> Follows departmental and organizational policies and procedures. Safety conscious. Actively participates in departmental and facility-wide safety programs and demonstrates an understanding of safety issues and practices in all aspects of work.
3. <u>Organizational Policies and Procedures:</u> Follows organizational policies and procedures.
    - Employees' Guide to Personnel Policies and Procedures
    - Use of telephone system
    - Rules of Conduct
    - Code of Professional Conduct
    - Confidentiality Policy
4. <u>Participation:</u> Actively participates in departmental and organizational committees and activities.
5. <u>Judgment:</u> Makes sound decisions after evaluation of the situation. Is able to set priorities and manage time effectively.
6. <u>Self-development:</u> Maintains required certifications for job; **AND** completes annual mandatory trainings within thirty (30) days of the due date and all assigned trainings. Has gained additional formal qualifications beyond the minimum requirements of the job. Has learned additional job duties and skills. Has followed up on any personal development plan.
    - Exceeds = Acquired additional pertinent certification(s) for job and/or learned additional job duties and skills beyond what is required in the job description
    - Meets = Maintains required skill certification(s) for job no later than 90 days of expiration; professional certification (i.e. Medical Assistant, Radiology Technician, etc.) renewed prior to expiration
    - Needs Improvement = Did not maintain required certification(s) for job within 90 days of expiration

NATHANIEL PELCHAT
Office EMR Trainer

Position Summary

- The Office EMR Trainer assists and supports the EMR Manager and EMR Clinical Application Specialist with current and on-going system issues.

Accountability

- The Office EMR Trainer is accountable to the EMR Manager.

Interrelationships

- Works closely with the EMR Manager, EMR Clinical Application Specialist, medical staff, clinical and non-clinical eCW users, and WMC MIS staff to maintain, enhance, and promote the efficient use of the organization's EMR program.

Qualifications

- Certified Medical Assistant/Registered Medical Assistant, LNA, or EMT-I with 2 years experience working in their field (EMT-I must be willing to transition to Advanced EMT per State requirements, currently by 2015, or other certification of CMA/RMA or LNA).
- Minimum of two years working with various computer applications and hardware.
- Experience with electronic medical records, specifically eClinical Works, preferred.
- Basic knowledge of Microsoft Office (Word, Excel, PowerPoint).
- Excellent interpersonal communication skills, organizational skills, and time management skills.
- English speaking and writing skills required.

Service Excellence Criteria

1. ***Make a positive first impression.*** First impressions define our personality to others and set the tone. By making a positive first impression, our patients, families and colleagues will feel welcome in our Medical Center environment.
2. ***Treat others as guests.*** Act as a host and greet others as you would welcome a good friend.
3. ***Be an effective communicator.*** See that patients, families and colleagues are appropriately informed. Talk with others promptly if you are having a problem with them – follow the "Commitment to My Co-Workers".
4. ***Practice service recovery skills.*** Turn negative service or a negative impression into a positive outcome for the patient, family or colleague.
5. ***Be professional in image and appearance.*** Represent the Medical Center as a professional in image and attitude. Act as a role model for the Medical Center's dress code policy. Also, act as a role model for the Medical Center's Code of Conduct.
6. ***Practice teamwork.*** Work with your team to develop a common vision and common goals. Support your team members to achieve these goals and to provide excellence in patient care and services.
7. ***Project a positive attitude.*** Demonstrate an attitude of striving to find and implement positive approaches. Be part of the solution, not part of the problem. Do not openly criticize your colleagues in front of others or to patients and families.
8. ***Strive for excellence in all endeavors.*** Always look for ways to work more effectively. Strive for higher quality in a cost effective environment.

Essential Functions of the Job

1. Answer eCW support phone, offering support, taking accurate message, processing per protocol
   a. Communicates with EMR Manager, EMR Technician and IS to resolve performance, database, connectivity issues, etc.
   b. Communicate with eCW support to resolve issue, documenting in the eCW on line ticketing system after confirming issue is not user error.
2. Schedules
   a. Timely update provider schedules within 24 hours in eCW to reflect blocks, temporary, permanent changes and

Nathaniel Pelchat, Office EMR Trainer – (continued on next page)

routine variance to their schedule so schedules are opened minimum of 1 year out.
- Exceeds: less than 3 delays in 12 month period
- Meet Standard: no more than 3 delays in a 12 month period
- Needs Improvement: greater than 3 delays in a 12 month period
- Audit method: submit copy of log sheet to manager monthly with updates that schedule is current per criteria

b. Accurate update provider schedules in eCW to reflect blocks, temporary, permanent changes and routine variance so schedules are opened minimum of 1 year out.
- Exceeds: greater than 95% accuracy in 12 month period
- Meet Standard: 95% accuracy in a 12 month period
- Needs Improvement: less than 95% accuracy in a 12 month period
- Audit method: random audit and no calls received of missing or inaccurate schedules due to this activity

3. Training and support
   a. to new office practice staff members on office EMR, email program, and telephone system
   b. attend monthly Team meetings, providing training, preparing agenda and handouts, working onsite with each office minimum of monthly as schedule permits
   c. provide training and support to office staff on use of Paragon applications as they relate to office use of these systems
   d. monitor eCW use by all staff, identifying opportunities for improvement, and variances from protocol providing additional training and support to staff
   e. work with MIS to enforce Privacy and Security measures, training users on the same
4. Application Management
   a. Labs reviewed for view only providers and ED providers per protocol
   b. Letters/eCliniforms-Develops, adds and maintains
   c. Monitors opened telephone encounters, labs, diagnostic imaging, and referrals, to assure that they are being processed according to protocol and assigned correctly
   d. Fax-In-Box and Fax-Out-Box- routine confirmation that the In boxes are being processed, that Out box is working, and resending failed faxes and notifying of EMR support team via eCW messaging if comport is down within 2 hours of fax being sent
   e. Participates in the critique and testing of enhancement updates to the EMR
5. Clinical Duties
   a. Assist with patient flow for the outreach programs
      - Child Psychiatry clinic
      - Telemedicine (ex. teledermatology, telerheumatology, telepsyche, etc)
   b. Duties include
      - Rooming of patient per established protocol
      - Making follow up appointments
      - Updating referral
      - Assuring that all the necessary forms are available for the clinic
6. Other duties as requested.

General Categories

1. **Attendance:** Does not exceed ten unplanned absences in a 12-month period. Does not exceed ten episodes of tardiness.
   a. Exceeds = 0 absences
   b. Meets = 1-6 absences
   c. Needs Improvement = 7-10 absences
2. **General Safety:** Follows departmental and organizational policies and procedures. Safety conscious. Actively participates in departmental and facility-wide safety programs and demonstrates an understanding of safety issues and practices in all aspects of work.
3. **Organizational Policies and Procedures:** Follows organizational policies and procedures.
   - Employees' Guide to Personnel Policies and Procedures
   - Use of telephone system
   - Rules of Conduct
   - Code of Professional Conduct
   - Confidentiality Policy
4. **Participation:** Actively participates in departmental and organizational committees and activities.
5. **Judgment:** Makes sound decisions after evaluation of the situation. Is able to set priorities and manage time effectively.
6. **Self-development:** Maintains required certifications for job; AND completes annual mandatory trainings within thirty (30) days of the due date and all assigned trainings. Has gained additional formal qualifications beyond the minimum requirements of the job. Has learned additional job duties and skills. Has followed up on any personal development plan.
   - Exceeds = Acquired additional pertinent certification(s) for job and/or learned additional job duties and skills beyond what is required in the job description
   - Meets = Maintains required skill certification(s) for job no later than 90 days of expiration: professional certification (i.e. Medical Assistant, Radiology Technician, etc.) renewed prior to expiration
   - Needs Improvement = Did not maintain required certification(s) for job within 90 days of expiration

PATRICIA A. CÒTTER

OBJECTIVES

To utilize my extensive analytical and organizational skills in a fast pace environment.

EXPERIENCE

10/11 – Present

Weeks Medical Center, Lancaster, NH
Grant Administrator and Quality Data Analyst

- Grant Administrator
  - Responsible for grant preparation and submission of applications for grant funded Physician Services; Primary Care, Family Planning, and Oral Health.
  - Responsible for Work Plans, audit and other grant related reports.
  - Responsible for attending State and Federally sponsored meetings and training sessions
  - Work closely with clinical managers and administration to ensure programs function within funded parameters.
- Quality Data Analyst
  - Responsible for reporting meaningful use quality measures, utilizing an internal reporting system "dashboard".
  - Responsible for clinical and non-clinical report writing, utilizing an access based system, requiring familiarity with data tables, queries and filters.
  - Responsible for coordinating and reporting patient satisfaction results to the management team.

07/08 – 10/11

Weeks Medical Center, Lancaster, NH
Manager of Admitting/Communications, Family Planning & Grant Administrator for grant funded Physician services

- Manager of Admitting Communications (as outlined below)
- Manager of Family Planning (as outlined below) until Oct 2010.
- Grant Administrator for total of $350,000 grant funded programs
  - Responsible for grant preparation and submission of applications for grant funded Physician Services (Primary Care, Home Visiting-Bright Beginnings, Bright Connections, Oral Health, HRSA Pediatric Obesity)
  - Responsible for Work Plans, audit and other grant related reports.
  - Responsible for attending State and Federally sponsored meetings and training sessions
  - Works closely with clinical managers and administration to ensure programs function within funded parameters.
  - Responsible for Home Visiting-Bright Beginnings, Bright Connections & Family Planning department budgets, developing annual budget, authorizing expenses and justification of variances.

09/04 – 07/08

Weeks Medical Center, Lancaster, NH
Manager of Admitting/Communications & Family Planning

- Manager of Admitting Communications
  - Responsible for hiring, training, education, counseling, and disciplinary action for admitting, check-in, registration, referral, switchboard and dispatch staff.
  - Responsible for department budget, developing annual budget, authorizing expenses, and justification of variances
- Manager of Family Planning
  - Responsible for preparation and submission of applications for grant funded Family Planning programs (Basic, TANF, STD/HIV, Teen Clinic).
  - Responsible for Work Plan, audit and other grant related reports.
  - Responsible for policy development and implementation.
  - Responsible for department budget, developing annual budget, authorizing expenses and justification of variances.
  - Responsible for attending State and Federally sponsored meetings and training sessions

10/03 – 09/04

Northway Financial, Inc, Berlin, NH
Assistant Vice President and Manager of Deposit Services

- Manager of Deposit Operations
- Manager of Electronic Banking Department

Patricia Cotter, Grant Admin & Quality Data Analyst - continued on next page

- Manager of CD/IRA Department
    - Responsibilities included administration of Deposit and Electronic Services, as well as the CD/IRA function for the operations center of a $600,000,000 institution.

05/72 – 10/03 Siwooganock Bank, Lancaster, NH

1994-2003 - Vice President and Manager of Deposit Services

- Manager of Branch Operations and Deposit Services
    - Responsibilities included administration of Retail Branch locations and Bookkeeping/Proof departments.
    - My responsibilities as head of branch operations afforded me the opportunity to take a lead position in establishing a new branch location in 2001.
    - In 2002 I successfully led the Deposit Operations area conversion to a new in-house system.
- Executive Office of the Asset/Liability and Strategic Planning Committees
    - My duties as an executive officer included budgetary and reporting responsibilities to include liability pricing, product development, State and Federal Reporting.
- Compliance Officer for Deposit Services and Bank Secrecy Act Officer
    - Function in the above capacities I implemented various policies and procedures in order to comply with State and Federal Laws and regulations.
- Human Resources Director and Safety Program Manager
    - Given the responsibilities of HR Director in 1994 I played a major role in implementation of a salary review process, development of job descriptions, employee handbook and human resources administrative procedures; and establishment of a job grading system.
    - Implemented the Safety Program to comply with OSHA requirements.
    - Conducted a 401(k) comparative analysis in 2002, which resulted in a retirement package that offered diversified funds, internet access, electronic funding and a 25% annual reduction in associated fees.
- Marketing Director
    - As the Marketing Director I worked directly with marketing consultants to coordinate a successful marketing plan for the purpose of promoting products and services and portraying a professional image.

1993-2004 – Assistant Vice President and Manager of Deposit Services

- Manager of Branch Operations and Deposit Services
- Compliance Officer for Deposit Services and Bank Secrecy Act Officer

1983-1993 – Assistant Treasurer

- Teller Supervisor and Executive Secretary

1981-1983 – Administrative Assistant

- Loan Processor and Secretarial Duties

1972-1981 – Teller

EDUCATION

2004 - Present

JSI, Concord, NH

- Family Planning Financial Seminar

State and Federal

- Family Planning Orientation

1985 - 1990 American Institute of Banking, St. Johnsbury, VT

- Loan Processing Course
- Computer Course
- Product Knowledge and Sales Course

1984 - 1985 ME, NH, VT School of Banking, Hanover, NH

- Certificate of Completion

1972 - 2004

- Various seminars and conferences sponsored by the NH Bankers Association, and State and Federal Regulators

1970 Graduate WMRHS, Whitefield, NH

- Diploma

SUMMARY OF QUALIFICATIONS

Patricia Cotter, Grant Admin & Quality Data Analyst - continued on next page

- Extensive managerial background. Skilled in operations, policies and administration.
- Excellent communication (written/oral) and interpersonal skills. Strong research, analytical and organization skills. Detail oriented, good team player, and self-motivator.
- Proficient with Windows applications including Microsoft Office (Word, Excel, Power Point, Access), Home Publishing, Adobe Photo Deluxe, Omni Page.

MEMBERSHIPS

	Weeks Medical Center Auxiliary
2000 - Present	Present – Member
	2003-2004 – President, Board Member, Membership Committee Member, Community Program Chairperson
	2000-2003 – Board Member, Membership Committee Member, Community Program Chairperson
2000 - 2004	**Valley Compliance Association (Regional Compliance Group)**
2000 - 2003	**Great North Woods Human Resources Association**
2000 - 2003	**Northern New England Center for Financial Training**
	• Board Member

LAURIE COLLINS
MAT / Behavioral Health Team Leader

Position Summary

- The MAT/Behavioral Health Team Leader will work full time and is responsible for clinical quality, oversight, coordination, and standardization of the MAT and Behavioral Health Teams. The MAT/Behavioral Health Team Leader is responsible for optimizing work flow, improving efficiency as well as overseeing clinical issues and ensuring day-to-day functions within the teams is well maintained. The MAT/Behavioral Health Team Leader also works as a member of the clinical team and is responsible for utilizing the Nursing Process to ensure that quality care is provided to patients of the Behavioral Health Team as well as those patients enrolled in the North Country Recovery Center program. She/he will oversee other non-provider team members in the provision of care to patients with behavioral health and substance misuse/addiction. Follows and promotes best practices in the treatment of healthcare and addiction.

Accountability

- The MAT/Behavioral Health Team Leader is accountable to the Practice Manager.

Interrelationships

- Works closely with the Behavioral Heath team, North Country Recovery Center team, Chief Medical Officer, primary care team leaders, and other medical and clinical staff.

Qualifications

- Professional:
  - High school diploma or equivalent
  - Current certification as Medical Assistant
  - BLS certification
  - Basic office skills and familiarity with health care environment and medical terminology
- Personal:
  - Excellent communication, organizational, and problem solving skills
  - Possesses personal qualities such as kindness, understanding, respect, good judgment, and integrity, a sense of humor, enthusiasm, and ability to relate effectively to patients, families, and other members of the Physicians' Office Team
  - Recognizes the importance of being a good role model for other staff
  - Previous supervisory experience preferred. Proficient computer skills required (EMR, Kronos timekeeping)
  - Proficient with Microsoft Office (Outlook, Word and Excel)

Service Excellence Criteria

1. ***Make a positive first impression.*** First impressions define our personality to others and set the tone. By making a positive first impression, our patients, families and colleagues will feel welcome in our Medical Center environment.
2. ***Treat others as guests.*** Act as a host and greet others as you would welcome a good friend.
3. ***Be an effective communicator.*** See that patients, families and colleagues are appropriately informed. Talk with others promptly if you are having a problem with them – follow the "Commitment to My Co-Workers".
4. ***Practice service recovery skills.*** Turn negative service or a negative impression into a positive outcome for the patient, family or colleague.
5. ***Be professional in image and appearance.*** Represent the Medical Center as a professional in image and attitude. Act as a role model for the Medical Center's dress code policy. Also, act as a role model for the Medical Center's Code of Conduct.
6. ***Practice teamwork.*** Work with your team to develop a common vision and common goals. Support your team members to achieve these goals and to provide excellence in patient care and services.
7. ***Project a positive attitude.*** Demonstrate an attitude of striving to find and implement positive approaches. Be part of the solution, not part of the problem. Do not openly criticize your colleagues in front of others or to patients and families.
8. ***Strive for excellence in all endeavors.*** Always look for ways to work more effectively. Strive for higher quality in a cost effective environment.

Laurie Collins, MAT/Behavioral Health Team Leader – (continued on next page)

Supervisor Expectations

1. Maintains skills and competencies as required for department staff. Serves as a role model and mentor for all staff providing assistance and guidance as necessary.
2. Accepts supervisory responsibilities collaborating and coordinating with all departments to ensure that patient care / customer service needs are being met.
3. Accepts professional responsibility and accountability for the quality of care / service provided. Quality of work upholds Weeks Medical Center mission and goals.
4. Provides input during budget process and assists in ensuring department adherence to budget.
5. Responsible for staff relations on a daily basis:
   a. Directs, guides, and coaches staff.
   b. Schedule staff using consistent, fair practices.
   c. Discipline in conjunction with the manager.
   d. Provide input into the hiring, evaluation, and termination process.
   e. Train new staff in conjunction with manager.
   f. Mentor staff on new processes and equipment.
6. Works with Department Manager to ensure all staff evaluations and competencies are completed on time.
7. Monitors Kronos timekeeping system for department staff. Completes bi-weekly payroll for department if assigned.
8. Works a scheduled shift with flexibility regarding work time and scheduled hours based upon needs of department.
9. Ensures monthly staff meetings are held with all staff in conjunction with department manager. Rounds with staff (i.e. Studer model of rounding) on a monthly basis at minimum.
10. Recognizes and acts upon opportunities for performance improvement.
11. Identifies Risk Management situations, follows up with staff involved and completes and submits the proper occurrence report to the Risk Manager or HR Director (for employee incidents) within 24 hours of incident. Facilitates the post event huddle with staff involved. Appropriately notifies manager and/or administrator on call as each situation warrants.
12. Responsible for ensuring a safe work environment with no staff injuries.
13. Participates in development of disaster plan and ensures staff participation in disaster drills.
14. Establishes annual Leader Evaluation Management (LEM) goals that support department and organizational goals.
    a. Ensures staff working on goals
    b. Develops 90 day plans
    c. Ensures LEM data kept current
15. Demonstrates collegial attitude while working with colleagues and members of the four hospital North Country Healthcare Affiliation.

Essential Functions of the Job

1. Provides clinical oversight, promotes best practices, and encourages a culture of team work and shared responsibility.
2. In conjunction with healthcare providers, strives to establish an efficient, cost effective, patient centered program which includes formal training processes for all new employees.
3. Facilitates communication between the prescriber, patient and counselor.
4. Facilitates communication between the Behavioral health team, North Country Recovery Center and primary care providers regarding patients referred for services.
5. Under direction of RN or provider coordinates and performs needed pill counts and drug confirmation testing.
6. Monitors patient compliance with the plan of care offered by the behavioral health team as well as ensuring that the patient understands the terms of the recovery center contract.
7. Ensures that all non-provider documentation in the EMR is timely and accurate.
8. Maintains links with behavioral health and recovery support services and ensures that patients are referred as appropriate.
9. Provides outreach as to primary care practices to promote the programs.
10. Establishes a process for PDMP query.
11. Is familiar with requirements for insurance billing to include obtaining prior authorizations.

General Categories

1. **Attendance:** Does not exceed ten unplanned absences in a 12-month period. Does not exceed ten episodes of tardiness.
   a. Exceeds = 0 absences
   b. Meets = 1-6 absences
   c. Needs Improvement = 7-10 absences
2. **General Safety:** Follows departmental and organizational policies and procedures. Safety conscious. Actively participates in departmental and facility-wide safety programs and demonstrates an understanding of safety issues and practices in all aspects of work.
3. **Organizational Policies and Procedures:** Follows organizational policies and procedures.
   a. Employees' Guide to Personnel Policies and Procedures
   b. Use of telephone system
   c. Rules of Conduct
   d. Code of Professional Conduct
   e. Confidentiality Policy
4. **Participation:** Actively participates in departmental and organizational committees and activities.
5. **Judgment:** Makes sound decisions after evaluation of the situation. Is able to set priorities and manage time effectively.
6. **Self-development:** Maintains required certifications for job. Has gained additional formal qualifications beyond the minimum requirements of the job. Has learned additional job duties and skills. Has followed up on any personal development plan.
   a. Exceeds = Acquired additional pertinent certification(s) for job, beyond what is required in the job description
   b. Meets = Maintains required skill certification(s) for job no later than 90 days of expiration, professional certification (i.e. Medical Assistant, Radiology Technician, etc.) renewed prior to expiration
   c. Needs Improvement = Did not maintain required certification(s) for job within 90 days of expiration

Selena Lambert
Behavioral Health Case Manager

Position Summary

- This position is responsible for managing an assigned caseload of clients, both adults and children, having a diagnosed mental health disorder/substance use and for assessing client needs, developing, implementing and reviewing service plans, and working with other community resources in meeting/achieving client service needs. This position serves as the Behavioral Health Team's Coordinator, serving as the face of the department.

Accountability

- The Behavioral Health Case Manager – is accountable to the Medical Practice Manager and the Director of Physician Services.

Interrelationships

- The Behavioral Health Case Manager works closely with Weeks Medical Center's behavioral health team, providers/staff, support staff, and other case managers at all of Weeks Medical Center's locations, as well as connecting with outside agencies. She/he provides coordination of the team's functions as well as guidance and mentorship for support staff.

Qualifications

1. Degree in Mental Health Case Management or human services field with experience in case management.
2. Working knowledge of the nature of serious mental illness and related treatment modalities, interventions and techniques; of different types of assessments and their uses in treatment planning of consumers' rights; of local community resources and service delivery systems such as housing, social welfare, special education regulations, etc. of client record documentation requirements; and of client services plan development and implementation.
3. Demonstrated ability to interview and assess clients, using appropriate assessment tools, and observe, record, and report on an individual's functioning; to read and understand assessments, evaluations, observation, and use in developing treatment plan; to identify community resources and services for clients and coordinate provision of services; to establish effective working relationships with internal agency staff as well as with relevant community organizations; interact positively with consumers and their families, work as a team member.

Service Excellence Criteria

1. ***Make a positive first impression.*** First impressions define our personality to others and set the tone. By making a positive first impression, our patients, families and colleagues will feel welcome in our Medical Center environment.
2. ***Treat others as guests.*** Act as a host and greet others as you would welcome a good friend.
3. ***Be an effective communicator.*** See that patients, families and colleagues are appropriately informed. Talk with others promptly if you are having a problem with them – follow the "Commitment to My Co-Workers".
4. ***Practice service recovery skills.*** Turn negative service or a negative impression into a positive outcome for the patient, family or colleague.
5. ***Be professional in image and appearance.*** Represent the Medical Center as a professional in image and attitude. Act as a role model for the Medical Center's dress code policy. Also, act as a role model for the Medical Center's Code of Conduct.
6. ***Practice teamwork.*** Work with your team to develop a common vision and common goals. Support your team members to achieve these goals and to provide excellence in patient care and services.
7. ***Project a positive attitude.*** Demonstrate an attitude of striving to find and implement positive approaches. Be part of the solution, not part of the problem. Do not openly criticize your colleagues in front of others or to patients and families.
8. ***Strive for excellence in all endeavors.*** Always look for ways to work more effectively. Strive for higher quality in a cost effective environment.

Selena Lambert, Behavioral Health Case Manager – (continued on next page)

Essential Functions of the Job

1. Participates as directed in the screening of new service requests within the clinic/hospital according to Weeks Medical Center's existing policies and procedures, which ensures that all individuals are adequately and appropriately served according to their individual needs. Identifies patients that may have fallen through the cracks and strives to identify the cause of such instances and finds solutions to prevent such occurrences.
2. In conjunction with Medical Practice Manager sets agenda and facilitates in regular interdisciplinary staff meetings.
3. Accepts newly assigned cases in which the diagnostic intake has been completed by a licensed provider. Completes case management assessment on all clients entering caseload.
4. Develops appropriate treatment/service plans with clients as the means for implementing appropriate services and developing effective alliances with clients.
5. She/he manages the intake of appointments and provides on-going supportive and/or case management functions in accordance with the problems, needs, and the strategies identified within the service plan in order to help the clients to achieve the stated goals and objectives.
6. Provides face to face reviews with the client and/or relevant staff on a regular basis in regards to the progress made in reaching service goals so that the service plan can be modified as necessary to ensure that the goals and objectives are being achieved. The frequency reviews will be determined by relevant requirements.
7. Documents all service contacts on a timely basis including face-to-face interviews, collateral and networking contacts, correspondence and maintains the case records in accordance with agency and regulatory standards and requirements.
8. Participates in inter-agency planning and service coordination activities as directed to improve and enhance service continuity and effectiveness for clients to include but not be inclusive of referrals to inter-agency programs if staff meets requirements.
9. Meets regularly with the behavioral health team members as a means of enhancing professional growth, reviewing and processing the provision of case management services, and dealing with appropriate administrative issues.
10. Maintains close communication with the consulting provider and behavioral health team for input regarding medication compliance, side effects of medication, medication changes, and alerts members of the staff of any changes in client adjustment which might suggest decompensation and a need for more aggressive intervention. Provides support to the ED and inpatient unit around behavioral health patients as well as triaging crises clients that emerge during Primary Care Provider appointments.
11. She/he communicates with patients by phone and in person. She/he is responsible for the triage of patient appointments, including visits done as Tele-Health. Provides oversight of EAP client needs, management of behavioral health wait lists, management of behavioral health patient's cancellation and no show patterns and follow up. She/he provides oversight of patient's insurance needs including referral management.
12. Attend monthly internal and external meetings as directed by the Director of Physician Services.
13. Performs other duties as assigned by the supervisor which are consistent with the position and in compliance with agency policies and procedures.

General Categories

1. **Attendance:** Does not exceed ten unplanned absences in a 12-month period. Does not exceed ten episodes of tardiness.
   a. Exceeds = 0 absences
   b. Meets = 1-6 absences
   c. Needs Improvement = 7-10 absences
2. **General Safety:** Follows departmental and organizational policies and procedures. Safety conscious. Actively participates in departmental and facility-wide safety programs and demonstrates an understanding of safety issues and practices in all aspects of work.
3. **Organizational Policies and Procedures:** Follows organizational policies and procedures.
   a. Employees' Guide to Personnel Policies and Procedures
   b. Use of telephone system
   c. Rules of Conduct
   d. Code of Professional Conduct
   e. Confidentiality Policy
4. **Participation:** Actively participates in departmental and organizational committees and activities.
5. **Judgment:** Makes sound decisions after evaluation of the situation. Is able to set priorities and manage time effectively.
6. **Self-development:** Maintains required certifications for job; **AND** completes annual mandatory trainings within thirty (30) days of the due date and all assigned trainings. Has gained additional formal qualifications beyond the minimum requirements of the job. Has learned additional job duties and skills. Has followed up on any personal development plan.
   a. Exceeds = Acquired additional pertinent certification(s) for job and/or learned additional job duties and skills beyond what is required in the job description
   b. Meets = Maintains required skill certification(s) for job no later than 90 days of expiration; professional certification (i.e. Medical Assistant, Radiology Technician, etc.) renewed prior to expiration
   c. Needs Improvement = Did not maintain required certification(s) for job within 90 days of expiration

KAREN COY
ACO Registered Nurse Care Coordinator

Position Summary

- The Registered Nurse Care Coordinator is an exempt employee who coordinates team-based care to provide health services to individuals, through effective partnerships with patients, their caregivers/families, community resources, and their physician. The Care Coordinator facilitates a "shared goal model" within and across settings to achieve coordinated high-quality care that is patient- and family-centered.

Accountability

- Responsible to the Director of Physician Services

Interrelationships

- Works closely with the medical staff, hospital and office management team, clinical staff and other care coordinators to ensure that patient care is managed in a coordinated, effective manner.

Qualifications

- Current licensure as a Registered Nurse required.
- Previous experience in caring for chronic disease patients required.
- 3-5 years' experience in clinical or community health settings preferred.
- Previous Care Coordination, Case Management or Home Health experience preferred.
- Demonstrates evidence of essential leadership, communication, education, collaboration, and counseling skills.
- Proficient in communication technologies (email, cell phone, etc.).
- Effective organizational skills and demonstrates ability to maintain accurate notes and records.
- Previous experience with health IT systems and data reports preferred.
- Previous experience with mobilizing community resources, navigating patients through the healthcare continuum, and working with disparate populations preferred.
- Ability to speak a relevant second language preferred.
- Ability to identify and implement appropriate patient communication strategies and overcome accessibility barriers, as required.

Service Excellence Criteria

1. ***Make a positive first impression.*** First impressions define our personality to others and set the tone. By making a positive first impression, our patients, families and colleagues will feel welcome in our Medical Center environment.
2. ***Treat others as guests.*** Act as a host and greet others as you would welcome a good friend.
3. ***Be an effective communicator.*** See that patients, families and colleagues are appropriately informed. Talk with others promptly if you are having a problem with them – follow the "Commitment to My Co-Workers".
4. ***Practice service recovery skills.*** Turn negative service or a negative impression into a positive outcome for the patient, family or colleague.
5. ***Be professional in image and appearance.*** Represent the Medical Center as a professional in image and attitude. Act as a role model for the Medical Center's dress code policy. Also, act as a role model for the Medical Center's Code of Conduct.
6. ***Practice teamwork.*** Work with your team to develop a common vision and common goals. Support your team members to achieve these goals and to provide excellence in patient care and services.
7. ***Project a positive attitude.*** Demonstrate an attitude of striving to find and implement positive approaches. Be part of the solution, not part of the problem. Do not openly criticize your colleagues in front of others or to patients and families.
8. ***Strive for excellence in all endeavors.*** Always look for ways to work more effectively. Strive for higher quality in a cost effective environment.

Karen Coy,ACO Registered Nurse Care Coordinator – (continued on next page)

Essential Functions of the Job

1. Core values consistent with a patient/family-centered approach to care.
2. Demonstrates professional and effective written and verbal communication skills.
3. Demonstrates a positive, respectful attitude and professional customer service.
4. Acknowledges patients' rights on confidentiality issues, maintains patient confidentiality at all times, and adheres to HIPAA guidelines and regulations.
5. Proactively acts as a patient advocate, responding with empathy and respect to resolve patient/family concerns.
6. Recognizes and responds to opportunities for improvement.
7. Demonstrates continual learning skills, effects changes in approach to care based on established, evidence-based practice.
8. Demonstrates professional practice behavior.
9. Provides mentoring/coaching of other population health and care coordination team members.
10. Cultivates effective partnerships, effectively collaborates with all practice providers (Physician, Nurse Practitioner, Physician Assistant and other licensed allied health team-members).
11. Demonstrates understanding in use of IT resources and patient databases.
12. Demonstrates effective delegation skills to streamline operational workflows and optimize inter-office resources.
13. Provide a coordinated, strategic approach to detect early and manage effectively the chronically ill patient population.
14. Implement an effective internal tracking system for identified patients.
15. Coach patients/families toward successful self-management of their chronic disease.
16. Utilize tools and documents that support a guided care process, collaborate with patient/family toward an effective plan of care.
17. Assess patient and family's unmet health and social needs.
18. Provide effective communications to improve health literacy.
19. Develop a care plan based on mutual goals with the patient, family, and provider's emergency plan, medical summary, and ongoing action plan, as appropriate. Monitor patient adherence to plan of care and progress toward goals in a timely fashion, and facilitate changes as needed.
20. Create ongoing processes for patients/families to determine and request the level of care coordination support they desire over time.
21. Promote healthy behaviors in all populations and ensure navigation assistance with community resources.
22. Facilitate patient access to appropriate medical and specialty providers as well as other care coordination team support specialists (e.g., Diabetes Educator).
23. Cultivate and support primary care and subspecialty co-management with timely communication, inquiry, follow-up, and integration of information into the care plan regarding transitions-in-care and referrals.
24. Serve as the contact-point, advocate, and informational resource for patient, family, care team, payers, and community resources.
25. Ensure effective tracking of test results, medication management, and adherence to follow-up appointments.
26. Develop systems to prevent errors (e.g., effective medication reconciliation and shared medical records).
27. Facilitate and attend meetings between patient, families, care team, payers, and community resources, as needed.
28. Attend and actively participate in all Care Coordination related training and meeting activities (Health Coach certification, quarterly Regional Workshops, monthly cohort calls with other NRACO Care Coordinators and Coach).
29. Being present and prepared to begin work at assigned time each day is an essential function to this position.
30. Performs other duties as assigned.

General Categories

1. **Attendance:** Does not exceed ten unplanned absences in a 12-month period. Does not exceed ten episodes of tardiness.
   a. Exceeds = 0 absences
   b. Meets = 1-6 absences
   c. Needs Improvement = 7-10 absences
2. **General Safety:** Follows departmental and organizational policies and procedures. Safety conscious. Actively participates in departmental and facility-wide safety programs and demonstrates an understanding of safety issues and practices in all aspects of work.
3. **Organizational Policies and Procedures:** Follows organizational policies and procedures.
   a. Employees' Guide to Personnel Policies and Procedures
   b. Use of telephone system
   c. Rules of Conduct
   d. Code of Professional Conduct
   e. Confidentiality Policy
4. **Participation:** Actively participates in departmental and organizational committees and activities.
5. **Judgment:** Makes sound decisions after evaluation of the situation. Is able to set priorities and manage time effectively.
6. **Self-development:** Maintains required certifications for job; AND completes annual mandatory trainings within thirty (30) days of the due date and all assigned trainings. Has gained additional formal qualifications beyond the minimum requirements of the job. Has learned additional job duties and skills. Has followed up on any personal development plan.
   a. Exceeds = Acquired additional pertinent certification(s) for job and/or learned additional job duties and skills beyond what is required in the job description
   b. Meets = Maintains required skill certification(s) for job no later than 30 days of expiration; professional certification (i.e. Medical Assistant, Radiology Technician, etc.) renewed prior to expiration
   c. Needs Improvement = Did not maintain required certification(s) for job within 90 days of expiration

HEATHER KENISON

Registered Nurse Care Coordinator-Medical Practice

Position Summary

- The Medical Practice RN Care Coordinator is responsible for a variety of case management duties in the outpatient setting including but not limited to managing chronic care patients, assisting in meeting ACO initiatives, providing leadership and support to the Medicare Wellness Certified Medical Assistants. This nurse serves as a relief team leader. She/he offers support to the Medical Practice Clinical Coordinator. This nurse is responsible for utilizing the Nursing Process to ensure that quality care is provided to adult and pediatric patients. She/he manages quality initiatives with insurance carriers promoting wellness and shared savings.

Accountability

- The Medical Practice RN Care Coordinator is accountable to the Medical Practice Manager.

Interrelationships

- Works closely with the medical staff, hospital and office management team, clinical staff and other care coordinators to ensure that patient care is managed in a coordinated, effective manner.

Qualifications

- Current licensure as a Registered Nurse required.
- Previous experience in caring for chronic disease patients required.
- 3-5 years' experience in clinical or community health settings preferred.
- Previous Care Coordination, Case Management or Home Health experience preferred.
- Demonstrates evidence of essential leadership, communication, education, collaboration, and counseling skills.
- Proficient in communication technologies (email, cell phone, etc.).
- Effective organizational skills and demonstrates ability to maintain accurate notes and records.
- Previous experience with health IT systems and data reports preferred.
- Previous experience with mobilizing community resources, navigating patients through the healthcare continuum, and working with disparate populations preferred.
- Ability to speak a relevant second language preferred.
- Ability to identify and implement appropriate patient communication strategies and overcome accessibility barriers, as required.

Service Excellence Criteria

1. ***Make a positive first impression.*** First impressions define our personality to others and set the tone. By making a positive first impression, our patients, families and colleagues will feel welcome in our Medical Center environment.
2. ***Treat others as guests.*** Act as a host and greet others as you would welcome a good friend.
3. ***Be an effective communicator.*** See that patients, families and colleagues are appropriately informed. Talk with others promptly if you are having a problem with them – follow the "Commitment to My Co-Workers".
4. ***Practice service recovery skills.*** Turn negative service or a negative impression into a positive outcome for the patient, family or colleague.
5. ***Be professional in image and appearance.*** Represent the Medical Center as a professional in image and attitude. Act as a role model for the Medical Center's dress code policy. Also, act as a role model for the Medical Center's Code of Conduct.
6. ***Practice teamwork.*** Work with your team to develop a common vision and common goals. Support your team members to achieve these goals and to provide excellence in patient care and services.
7. Project a ***positive attitude.*** Demonstrate an attitude of striving to find and implement positive approaches. Be part of the solution, not part of the problem. Do not openly criticize your colleagues in front of others or to patients and families.
8. ***Strive for excellence in all endeavors.*** Always look for ways to work more effectively. Strive for higher quality in a cost effective environment.

Heather Kenison, RN, Care Coordinator - continued on next page

Essential Functions of the Job

1. Works as part of the Medical Practice Case Management Team attending a variety of meetings including high risk for readmission.
2. Assists with the management of Chronic Care Patients, provides health teaching, advocacy, counseling and assistance to a group or population of patients including but not limited to chronic care patients. High Risk for Admission or Re-Admission and support what is in best interest of patient. Support ACO initiatives including but not limited to monitoring and coordinating chronic disease management. Manage referrals to the CCM program assuring charges are dropped each month for services provided. Working with this population to set wellness goals, creating a care plan and offering support to achieve success. Communicates with Emergency Department, Physician Offices, E-discharge, Surgical Services, etc. to coordinate patient care needs.
3. Responsible for completing all documentation per written protocol for all discharged patients including those patients with broken Controlled Substance Agreement.
4. Responsible for reviewing medical records of all new patients requesting a Week's primary care provider to determine acceptance.
5. Support the provision of staff education relative to quality improvement. Responsible for working on quality initiatives with insurance carriers to promote wellness and shared savings.
6. Facilitate initiatives related to patient care coordination, data management and quality improvement.
7. Promote a work environment which fosters the acceptance of positive change initiatives.
8. Demonstrates professional practice behavior.
9. Demonstrates understanding in use of IT resources and patient databases.
10. Promote healthy behaviors in all populations and ensure navigation assistance with community resources.
11. Serve as the contact-point, advocate, and informational resource for patient, family, care team, payers, and community resources.
12. Ensure effective tracking of test results, medication management, and adherence to follow-up appointments.
13. Being present and prepared to begin work at assigned time each day is an essential function to this position.
14. Performs other duties as assigned.

General Categories

1. <u>Attendance:</u> Does not exceed ten unplanned absences in a 12-month period. Does not exceed ten episodes of tardiness.
2. <u>General Safety:</u> Follows departmental and organizational policies and procedures. Safety conscious. Actively participates in departmental and facility-wide safety programs and demonstrates an understanding of safety issues and practices in all aspects of work.
3. <u>Organizational Policies and Procedures:</u> Follows organizational policies and procedures.
    - Employees' Guide to Personnel Policies and Procedures
    - Use of telephone system
    - Rules of Conduct
    - Code of Professional Conduct
    - Confidentiality Policy
4. <u>Participation:</u> Actively participates in departmental and organizational committees and activities.
5. <u>Judgment:</u> Makes sound decisions after evaluation of the situation. Is able to set priorities and manage time effectively.
6. <u>Self-development:</u> Maintains required certifications for job; AND completes annual mandatory trainings within thirty (30) days of the due date and all assigned trainings. Has gained additional formal qualifications beyond the minimum requirements of the job. Has learned additional job duties and skills. Has followed up on any personal development plan.
    - Exceeds = Acquired additional pertinent certification(s) for job and/or learned additional job duties and skills beyond what is required in the job description
    - Meets = Maintains required skill certification(s) for job no later than 90 days of expiration; professional certification (i.e. Medical Assistant, Radiology Technician, etc.) renewed prior to expiration
    - Needs Improvement = Did not maintain required certification(s) for job within 90 days of expiration

Alison Breault

Registered Nurse Care Coordinator-Medical Practice

Position Summary

- The Medical Practice RN Care Coordinator is responsible for a variety of case management duties in the outpatient setting including but not limited to managing chronic care patients, assisting in meeting ACO initiatives, providing leadership and support to the Medicare Wellness Certified Medical Assistants. This nurse serves as a relief team leader. She/he offers support to the Medical Practice Clinical Coordinator. This nurse is responsible for utilizing the Nursing Process to ensure that quality care is provided to adult and pediatric patients. She/he manages quality initiatives with insurance carriers promoting wellness and shared savings.

Accountability

- The Medical Practice RN Care Coordinator is accountable to the Medical Practice Manager.

Interrelationships

- Works closely with the medical staff, hospital and office management team, clinical staff and other care coordinators to ensure that patient care is managed in a coordinated, effective manner.

Qualifications

- Current licensure as a Registered Nurse required.
- Previous experience in caring for chronic disease patients required.
- 3-5 years' experience in clinical or community health settings preferred.
- Previous Care Coordination, Case Management or Home Health experience preferred.
- Demonstrates evidence of essential leadership, communication, education, collaboration, and counseling skills.
- Proficient in communication technologies (email, cell phone, etc.).
- Effective organizational skills and demonstrates ability to maintain accurate notes and records.
- Previous experience with health IT systems and data reports preferred.
- Previous experience with mobilizing community resources, navigating patients through the healthcare continuum, and working with disparate populations preferred.
- Ability to speak a relevant second language preferred.
- Ability to identify and implement appropriate patient communication strategies and overcome accessibility barriers, as required.

Service Excellence Criteria

1. ***Make a positive first impression.*** First impressions define our personality to others and set the tone. By making a positive first impression, our patients, families and colleagues will feel welcome in our Medical Center environment.
2. ***Treat others as guests.*** Act as a host and greet others as you would welcome a good friend.
3. ***Be an effective communicator.*** See that patients, families and colleagues are appropriately informed. Talk with others promptly if you are having a problem with them – follow the "Commitment to My Co-Workers".
4. ***Practice service recovery skills.*** Turn negative service or a negative impression into a positive outcome for the patient, family or colleague.
5. ***Be professional in image and appearance.*** Represent the Medical Center as a professional in image and attitude. Act as a role model for the Medical Center's dress code policy. Also, act as a role model for the Medical Center's Code of Conduct.
6. ***Practice teamwork.*** Work with your team to develop a common vision and common goals. Support your team members to achieve these goals and to provide excellence in patient care and services.
7. Project ***a positive attitude.*** Demonstrate an attitude of striving to find and implement positive approaches. Be part of the solution, not part of the problem. Do not openly criticize your colleagues in front of others or to patients and families.
8. ***Strive for excellence in all endeavors.*** Always look for ways to work more effectively. Strive for higher quality in a cost effective environment.

Alison Breault, Registered Nurse Care Coordinator-Medical Practice – (continued on next page)

Essential Functions of the Job

1. Works as part of the Medical Practice Case Management Team attending a variety of meetings including high risk for readmission.
2. Assists with the management of Chronic Care Patients. provides health teaching, advocacy, counseling and assistance to a group or population of patients including but not limited to chronic care patients, High Risk for Admission or Re-Admission and support what is in best interest of patient. Support ACO initiatives including but not limited to monitoring and coordinating chronic disease management. Manage referrals to the CCM program assuring charges are dropped each month for services provided. Working with this population to set wellness goals, creating a care plan and offering support to achieve success. Communicates with Emergency Department, Physician Offices, E-discharge, Surgical Services, etc. to coordinate patient care needs.
3. Responsible for completing all documentation per written protocol for all discharged patients including those patients with broken Controlled Substance Agreement.
4. Responsible for reviewing medical records of all new patients requesting a Week's primary care provider to determine acceptance.
5. Support the provision of staff education relative to quality improvement. Responsible for working on quality initiatives with insurance carriers to promote wellness and shared savings.
6. Facilitate initiatives related to patient care coordination, data management and quality improvement.
7. Promote a work environment which fosters the acceptance of positive change initiatives.
8. Demonstrates professional practice behavior.
9. Demonstrates understanding in use of IT resources and patient databases.
10. Promote healthy behaviors in all populations and ensure navigation assistance with community resources.
11. Serve as the contact-point, advocate, and informational resource for patient, family, care team, payers, and community resources.
12. Ensure effective tracking of test results, medication management, and adherence to follow-up appointments.
13. Being present and prepared to begin work at assigned time each day is an essential function to this position.
14. Performs other duties as assigned.

General Categories

1. <u>Attendance:</u> Does not exceed ten unplanned absences in a 12-month period. Does not exceed ten episodes of tardiness.
2. <u>General Safety:</u> Follows departmental and organizational policies and procedures. Safety conscious. Actively participates in departmental and facility-wide safety programs and demonstrates an understanding of safety issues and practices in all aspects of work.
3. <u>Organizational Policies and Procedures:</u> Follows organizational policies and procedures.
   - Employees' Guide to Personnel Policies and Procedures
   - Use of telephone system
   - Rules of Conduct
   - Code of Professional Conduct
   - Confidentiality Policy
4. <u>Participation:</u> Actively participates in departmental and organizational committees and activities.
5. <u>Judgment:</u> Makes sound decisions after evaluation of the situation. Is able to set priorities and manage time effectively.
6. <u>Self-development:</u> Maintains required certifications for job; **AND** completes annual mandatory trainings within thirty (30) days of the due date and all assigned trainings. Has gained additional formal qualifications beyond the minimum requirements of the job. Has learned additional job duties and skills. Has followed up on any personal development plan.
   - Exceeds = Acquired additional pertinent certification(s) for job and/or learned additional job duties and skills beyond what is required in the job description
   - Meets = Maintains required skill certification(s) for job no later than 90 days of expiration; professional certification (i.e. Medical Assistant, Radiology Technician, etc.) renewed prior to expiration
   - Needs Improvement = Did not maintain required certification(s) for job within 90 days of expiration

PAMELA SMITH
Care Coordination Assistant

Position Summary

- The Care Coordination Assistant is a member of the Care Coordination Team. The assistant works as a support member for the Care Coordination Team working closely with both inpatient and outpatient team members. Assisting patients in overcoming barriers as they navigate the health care system and manage their health and wellness The assistant works with an interdisciplinary team to execute plans of care for Weeks Medical Center patients.

Accountability

- The Care Coordination Assistant is accountable to the VP of Physician and Administrative Services.

Interrelationships

- Works closely with the Care Coordination Team, which is comprised of members from both inpatient and outpatient care management as well as with members of the clinical and non-clinical staff.

Qualifications

- High School Diploma.
- MA certification.
- Computer literate; knowledge of Microsoft Office product suite.

Age of Population Served and Age-Specific Technology

- None Specified

Service Excellence Criteria

1. ***Make a positive first impression.*** First impressions define our personality to others and set the tone. By making a positive first impression, our patients, families and colleagues will feel welcome in our Medical Center environment.
2. ***Treat others as guests.*** Act as a host and greet others as you would welcome a good friend.
3. ***Be an effective communicator.*** See that patients, families and colleagues are appropriately informed. Talk with others promptly if you are having a problem with them – follow the "Commitment to My Co-Workers".
4. ***Practice service recovery skills.*** Turn negative service or a negative impression into a positive outcome for the patient, family or colleague.
5. ***Be professional in image and appearance.*** Represent the Medical Center as a professional in image and attitude. Act as a role model for the Medical Center's dress code policy. Also, act as a role model for the Medical Center's Code of Conduct.
6. ***Practice teamwork.*** Work with your team to develop a common vision and common goals. Support your team members to achieve these goals and to provide excellence in patient care and services.
7. ***Project a positive attitude.*** Demonstrate an attitude of striving to find and implement positive approaches. Be part of the solution, not part of the problem. Do not openly criticize your colleagues in front of others or to patients and families.
8. ***Strive for excellence in all endeavors.*** Always look for ways to work more effectively. Strive for higher quality in a cost effective environment.

Pamela Smith, MA Care Coordination Assistant – *(continued on next page)*

Essential Functions of the Job

1. Assist team in verification of patient's insurance coverage, obtain authorizations and assist patients in obtaining insurance coverage through the market place, Medicare D and Weeks Heath Access program.
2. Assist team in notification to insurance company of admission per established procedure, providing copies of clinical information for utilization review to insurance companies as appropriate.
3. Perform Medicare Wellness Visits upon determination of eligibility through CONNEX system. Assist in management of obtaining signatures on Medicare letters.
4. Generate statistical reports and UR reports, perform data entry as directed.
5. Document ongoing case management activities in the appropriate electronic health record, including documenting CCM time using eCW-CCM clock.
6. Track and manage referrals of patients being referred for services to the Care Coordination Team including coordinating and facilitating communication between team members, providers and the patients.
7. Facilitate enrollment in or referral to various programs, agencies, physicians, etc., Assist patients with a variety of needs including but not limited to Home Health/Hospice referrals, transportation, CAP, Meals on Wheels, CCM, and MWV referrals.
8. Assist in the management of grant funded initiatives such as oral health.
9. Under direction and in conjunction of RN perform TCM calls within 48 hours of discharge.
10. Obtain NH notary and assist patients with completion of Advanced Directives.
11. Perform other duties as assigned.

General Categories

1. **Attendance:** Does not exceed ten unplanned absences in a 12-month period. Does not exceed ten episodes of tardiness.
   a. Exceeds = 0 absences
   b. Meets = 1-6 absences
   c. Needs Improvement = 7-10 absences
2. **General Safety:** Follows departmental and organizational policies and procedures. Safety conscious. Actively participates in departmental and facility-wide safety programs and demonstrates an understanding of safety issues and practices in all aspects of work.
4. **Organizational Policies and Procedures:** Follows organizational policies and procedures.
   a. Employees' Guide to Personnel Policies and Procedures
   b. Use of telephone system
   c. Rules of Conduct
   d. Code of Professional Conduct
   e. Confidentiality Policy
5. **Participation:** Actively participates in departmental and organizational committees and activities.
7. **Judgment:** Makes sound decisions after evaluation of the situation. Is able to set priorities and manage time effectively.
8. **Self-development:** Maintains required certifications for job; AND completes annual mandatory trainings within thirty (30) days of the due date and all assigned trainings. Has gained additional formal qualifications beyond the minimum requirements of the job. Has learned additional job duties and skills. Has followed up on any personal development plan.
   a. Exceeds = Acquired additional pertinent certification(s) for job and/or learned additional job duties and skills beyond what is required in the job description
   b. Meets = Maintains required skill certification(s) for job no later than 90 days of expiration; professional certification (i.e. Medical Assistant, Radiology Technician, etc.) renewed prior to expiration
   c. Needs Improvement = Did not maintain required certification(s) for job within 90 days of expiration

Casey Dowland

Objective

To achieve a position where I can utilize my interpersonal and organizational skills in order to reach individuals with services that will improve their day to day lives and help them to realize their goals of independence and a better quality of life.

Education

2009 to Present, University of Phoenix, Phoenix, AZ

In pursuit of a bachelors degree in Human Services

2007 to 2009, White Mountains Community College, Berlin, NH

- Member of Phi Theta Kappa Honor Society

Work experience

2003 to Present, Weeks Medical Center, Lancaster, NH

Case Management Assistant

- Track patients referred to Outpatient Case Management Department for:
    a. Primary Care Grant
    b. Oral Care Grant
    c. Medicaid, Medicare D enrollment
- Identify and coordinate activities for outpatients referred to case management for services, documenting in eCW and communicating with respective team members, including but not limited to PCP.
- Facilitate referrals to various programs, agencies, physicians, etc. to assist the patient in overcoming the barriers to managing their health and wellness, examples to include, but not limited to
    a. Assist patients on Medicaid applications, including NH Healthy Kids.
    b Record NH Medicaid applications that are completed for reimbursement.
    c. Assist patients with completion of Weeks Health Access application, Oral Care Grant application.
    d Referrals to Home Visiting programs.

References

References available upon request

REBECCA ST CYR
Financial Counselor

Position Summary

- The Patient Accounts Representative/Financial Counselor is responsible for implementing our charity care program and helping our patients with financial issues. This position also includes interaction with our collection agency and other billing functions.

Accountability

- The Patient Accounts Representative/Financial Counselor is accountable to the Patient Accounts Manager.

Interrelationships

- Works closely with our patients, Patient Acct Representatives and other departments within the organization as needed to ensure "We are Here" for our customers.

Qualifications

- High School Diploma.
- Computer Skills: Word and Excel
- Prior data entry experience is necessary.
- Prior Financial counseling (including Medicaid knowledge) and health care billing experience preferred.

Age of Population Served and Age-Specific Technology

- Age of Population Served

Service Excellence Criteria

1. ***Make a positive first impression.*** First impressions define our personality to others and set the tone. By making a positive first impression, our patients, families and colleagues will feel welcome in our Medical Center environment.
2. ***Treat others as guests.*** Act as a host and greet others as you would welcome a good friend.
3. ***Be an effective communicator.*** See that patients, families and colleagues are appropriately informed. Talk with others promptly if you are having a problem with them – follow the "Commitment to My Co-Workers".
4. ***Practice service recovery skills.*** Turn negative service or a negative impression into a positive outcome for the patient, family or colleague.
5. ***Be professional in image and appearance.*** Represent the Medical Center as a professional in image and attitude. Act as a role model for the Medical Center's dress code policy. Also, act as a role model for the Medical Center's Code of Conduct.
6. ***Practice teamwork.*** Work with your team to develop a common vision and common goals. Support your team members to achieve these goals and to provide excellence in patient care and services.
7. ***Project a positive attitude.*** Demonstrate an attitude of striving to find and implement positive approaches. Be part of the solution, not part of the problem. Do not openly criticize your colleagues in front of others or to patients and families.
8. ***Strive for excellence in all endeavors.*** Always look for ways to work more effectively. Strive for higher quality in a cost effective environment.

Rebecca St. Cyr, Financial Counselor – (continued on next page)

Essential Functions of the Job

1. Screens for patient with potential financial issues and follows thru with available options of resolutions. This will include processing NHHA/Weeks financial applications according to policies.
2. Checks all claims for accuracy and completeness at the time of submission of assigned payors.
3. Oversees initial and follow up of self pay and specialty billing to ensure it is done in a timely manner.
4. Responsible for data entry of payments / adjustments for assigned payors.
5. Process accounts for transfer to our collection agency, reports payments to our collection agency, and sets up merged payment plan accounts.
6. Completes tickler follow up in a timely manner. The expectation is that the work will be completed monthly.
   a. Exceeds = completed within 2 weeks
   b. Meets = completed within 2-4 weeks
   c. Needs Improvement = completed over 30 days
7. Maintains Weeks/NH Health Access manual.
8. Resolves credit balances and late charge reports in a timely manner. All credits should be resolved within 90 days of the last payment date. Credits resolved between 30-90 days meet expectations. If all credits are resolved prior to 30 days then employee exceeds expectations. Any credit not resolved before 90 days does not meet and would need improvement. Current credit notes will be considered if the employee has done all they can to get the credit resolved timely.
9. Cross-train for other related Business Office functions to ensure smooth operation of the department.
10. Perform all other duties as assigned.

General Categories

1. **Attendance:** Does not exceed ten unplanned absences in a 12-month period. Does not exceed ten episodes of tardiness.
   a. Exceeds = 0 absences
   b. Meets = 1-6 absences
   c. Needs Improvement = 7-10 absences
2. **General Safety:** Follows departmental and organizational policies and procedures. Safety conscious. Actively participates in departmental and facility-wide safety programs and demonstrates an understanding of safety issues and practices in all aspects of work.
3. **Organizational Policies and Procedures:** Follows organizational policies and procedures.
   - Employees' Guide to Personnel Policies and Procedures
   - Use of telephone system
   - Rules of Conduct
   - Code of Professional Conduct
   - Confidentiality Policy
4. **Participation:** Actively participates in departmental and organizational committees and activities.
5. **Judgment:** Makes sound decisions after evaluation of the situation. Is able to set priorities and manage time effectively.
6. **Self-development:** Maintains required certifications for job; **AND** completes annual mandatory trainings within thirty (30) days of the due date and all assigned trainings. Has gained additional formal qualifications beyond the minimum requirements of the job. Has learned additional job duties and skills. Has followed up on any personal development plan.
   - Exceeds = Acquired additional pertinent certification(s) for job and/or learned additional job duties and skills beyond what is required in the job description
   - Meets = Maintains required skill certification(s) for job no later than 90 days of expiration; professional certification (i.e. Medical Assistant, Radiology Technician, etc.) renewed prior to expiration
   - Needs Improvement = Did not maintain required certification(s) for job within 90 days of expiration

HEIDI BROOKS
Registration WHA/PAP Specialist

Position Summary

- Registration Functions: The Registration-PAP/WHA Specialist is responsible for performing pre-registration for all assigned areas, verifying the accuracy of existing data, contacting patients by phone and updating demographic and insurance information as necessary. The Registration-PAP/WHA Specialist works closely with other departments (i.e. Patient Accounts, physicians' offices, specialty clinics and ancillary departments). The Registration-PAP/WHA Specialist helps ensure proper patient handling by following established protocols and procedures and will be assigned a regular workday schedule. During the course of a normal workday, the Registration-PAP/WHA Specialist will be required to deal with patients of all ages. Courtesy and professionalism are a must in this position as the Registration-PAP/WHA Specialist often may be the patient's first contact with Weeks Medical Center.
  PAP/WHA Specialist Functions: The Registration-PAP/WHA Specialist is responsible for maintaining the Pharmaceutical Assistance Program, receiving and processing medication orders per protocol and consulting with clinical staff for clarification on unclear orders. The Registration-PAP/WHA Specialist is responsible for processing Weeks Health Access applications to include reviewing for completeness, calculating income, entering patient information in the database, approving or denying based on protocol, and notifying the applicant.

Accountability

- The Registration-PAP/WHA Specialist is accountable to the Admitting/Communications Manager.

Interrelationships

- Works closely with medical staff, clinical staff, and support staff and more specifically business office staff, nursing and all outpatient departments of Weeks Medical Center Physicians Office.

Qualifications

- High school education or equivalent with special emphasis in business or health related fields.
- Basic office skills including PC, typing/keyboarding and phone experience.
- Medical Terminology knowledge preferred
- Must have excellent people skills with the ability to handle confidential material with maturity, sensitivity and discretion.

Service Excellence Criteria

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3. ***Be an effective communicator.*** See that patients, families and colleagues are appropriately informed. Talk with others promptly if you are having a problem with them – follow the "Commitment to My Co-Workers".
4. ***Practice service recovery skills.*** Turn negative service or a negative impression into a positive outcome for the patient, family or colleague.
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Heidi Brooks, Registration WHA/PAP Specialist – (continued on next page)

Essential Functions of the Job

1. Required skills and competencies. Has competency checklist been completed with all competencies met (i.e. job skills / knowledge, equipment knowledge)
2. Demonstrates current clerical competence and excellence in clerical practice.
3. Processes all registrations in a timely manner to include pre-registrations for assigned areas and same-day registrations.
4. Contacts patients by phone per established protocol and updates patient information in all systems as necessary.
5. Notifies hospital ancillary departments when demographic information needs to be verified, insurance cards scanned, co-pays collected, etc.
6. Verifies accuracy of patient demographic and insurance information, maintains and updates patient information in the computer system and initiates necessary paperwork. Monitors AhiQA software throughout shift and corrects or disputes errors in a timely manner. Exceeds: Accuracy rate in AhiQA greater than 99.0%. Meets: Accuracy rate in AhiQA between 97.0% and 98.99%. Needs improvement: Accuracy rate in AhiQA below 97%.
7. Accurately scans insurance cards, consents for treatment, Privacy Notices and other documents into Horizon Patient Folder (HPF) via Imaging Link Engine (ILE).
8. Handles all telephone communications in a timely, professional, courteous and helpful manner.
9. Assists hospital ancillary departments in monitoring and registers same day add-on patients.
10. Processes medication orders (within limits of hospital policy).
11. Accurately enters orders into the computer system.
12. Consults with physician and/or nursing staff for clarification of unclear orders.
13. Receives medications and processes per procedure.
14. Issues prepared medications to patient/representative per procedure.
15. Processes requests for refills per procedure.
16. Processes applications for Weeks Health Access.
17. Reviews for completeness and returns any incomplete applications to applicants.
18. Calculates patient income and approves/denies based on established protocol and notifies applicant of outcome.
19. Generates letters and WHA participation cards to all approved applicants.
20. Notifies applicants in a timely manner.
21. Performs other tasks as assigned by the Admitting/Communications Manager.

General Categories

1. **Attendance:** Does not exceed ten unplanned absences in a 12-month period. Does not exceed ten episodes of tardiness.
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   c. Needs Improvement = 7-10 absences
2. **General Safety:** Follows departmental and organizational policies and procedures. Safety conscious. Actively participates in departmental and facility-wide safety programs and demonstrates an understanding of safety issues and practices in all aspects of work.
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   c. Needs Improvement = Did not maintain required certification(s) for job within 90 days of expiration

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lars Nielson	Chief Medical Officer	322,574.72	0%	0
Michael Lee	President	190,000.00	0%	0
Rona Glines	Vice President of Physician & Administrative Services	162,177.60	0%	0
Celeste Pitts	Chief Financial Officer	160,000.00	0%	0

FORM NUMBER P-37 (version 5/8/15)

Subject: Primary Care Services for Specific Counties (RFP-2018-DPHS-28-PRIMA)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Community Health Center		1.4 Contractor Address 145 Hollis Street, Manchester, NH 03101	
1.5 Contractor Phone Number 603-395-5210	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $80,000
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature [signature]		1.12 Name and Title of Contractor Signatory Kris McCracken, President/CEO	
1.13 Acknowledgement: State of New Hampshire, County of Hillsborough On April 11, 2018, 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] Sarah Gibson SARAH E. GIBSON MY COMMISSION EXPIRES SEPT. 7, 2021 NOTARY PUBLIC NEW HAMPSHIRE			
1.13.2 Name and Title of Notary or Justice of the Peace Sarah Gibson, Notary Public			
1.14 State Agency Signature [signature] Date: 4/26/18		1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR, DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: [signature]		On: 5/22/18	
1.18 Approval by the Governor and Executive Council *(if applicable)* By:		On:	

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials AC
Date 4/11/18

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials ___
Date 4/11/18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials ______
Date 4/11/18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

3.4.8. The Contractor will submit at least one annual Workplan that includes a detailed description of the enabling services funded by this contract. This shall be developed and submitted according to the schedule and instructions provided by MCHS. The vendor will be notified at least thirty (30) days in advance of any changes in the submission schedule.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.1.6. Delivery of Primary Care Services within the Specific County of service

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

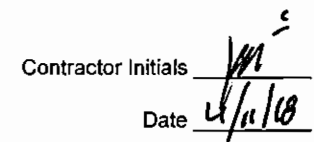

Exhibit A-1 – Reporting Metrics

1. **Definitions**

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

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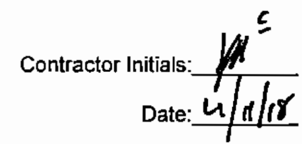

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. . Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

2.5.1.2. Age 18 through 64 BMI ≥ 18.5 and < 25

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2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. Preventive Health: Tobacco Screening

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

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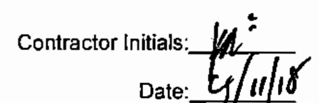


recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

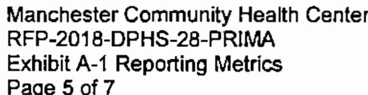
2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. **At Risk Population: Hypertension**

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.



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2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are

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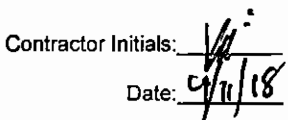

enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

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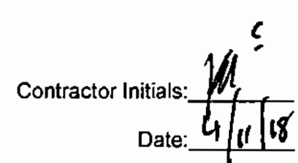

Exhibit A-2 – Report Timing Requirements

1.1. **Primary Care Services Reporting Requirements**

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.1.4. The Vendor shall establish and provide baseline data of Primary Care Services being provided; specific to Merrimack and Northern Hillsborough Counties, using Exhibit A-1 Reporting Metrics. This data is to be submitted via the Primary Care Services Measure Data Trend Table (DTT) within thirty (30) days of G&C approval,

1.1.5. The following reports are required to be submitted within 30 days of G&C approval:

1.1.5.1. The Vendor is required to submit a minimum of two (2) Quality Improvement (QI) projects specific to the target population served by this contract (Merrimack and Northern Hillsborough County), which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

1.1.5.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

1.1.5.1.2. The other quality improvement project(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

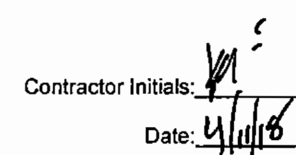

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Exhibit A-2 – Report Timing Requirements

1.1.5.2. The Vendor is required to submit at least one Enabling Service Workplan specific to the target population served by this contract (Merrimack and Northern Hillsborough County) that includes a detailed description of the enabling services funded by this contract. This shall be developed and submitted according to the schedule and instructions provided by MCHS. The vendor will be notified at least thirty (30) days in advance of any changes in the submission schedule.

1.2. **Annual Reports**

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year, specific to patients served within Merrimack and Northern Hillsborough Counties;

Contractor Initials:
Date:

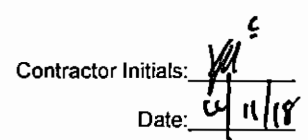


Exhibit A-2 – Report Timing Requirements

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1.1. Primary Care Services Performance Measure Data; specific to Merrimack and Northern Hillsborough Counties, using Exhibit A-1 Reporting Metrics. This data is to be submitted via the Primary Care Services Measure Data Trend Table (DTT), Due July 31 (measurement period July 1– June 30) and;

1.3.1.2. Primary Care Services Performance Measure Data; specific to Merrimack and Northern Hillsborough Counties, using Exhibit A-1 Reporting Metrics. This data is to be submitted via the Primary Care Services Measure Data Trend Table (DTT), Due January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF), for the entire population served by the Contractor;

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Contractor Initials: [signature]
Date: 4/11/18

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

      4.2.2. Onsite reviews may be required.

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

      Financial Administrator

      Department of Health and Human Services

      Division of Public Health

      29 Hazen Dr.

      Concord, NH 03301

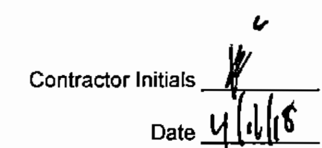


Exhibit B

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Primary Care Services for Specific Counties (RFP-2018-DPHS-28-PRIMA)

Budget Period: April 1, 2018 - June 30, 2018

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 7,653.00	$ 765.30	$ 8,418.30	$ -	$ -	$ -	$ 7,653.00	$ 765.30	$ 8,418.30
2. Employee Benefits	$ 1,437.91	$ 143.79	$ 1,581.70	$ -	$ -	$ -	$ 1,437.91	$ 143.79	$ 1,581.70
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ 9,090.91**	**$ 909.09**	**$ 10,000.00**	**$ -**	**$ -**	**$ -**	**$ 9,090.91**	**$ 909.09**	**$ 10,000.00**
Indirect As A Percent of Direct		10.00%						0.1	

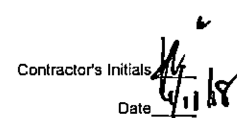


Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Community Health Center

Budget Request for: Primary Care Services for Specific Counties (RFP-2018-DPHS-28-PRIMA)

Budget Period: July 1, 2018 – June 30, 2019

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 30,276.00	$ 3,027.60	$ 33,303.60	$ -	$ -	$ -	$ 30,276.00	$ 3,027.60	$ 33,303.60
2. Employee Benefits	$ 6,087.64	$ 608.76	$ 6,696.40	$ -	$ -	$ -	$ 6,087.64	$ 608.76	$ 6,696.40
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 36,363.64	$ 3,636.36	$ 40,000.00	$	$	$	$ 36,363.64	$ 3,636.36	$ 40,000.00
Indirect As A Percent of Direct		10.00%						0.1	

Contractor's Initials ______

Date ______

New Hampshire Department of Health and Human Services

Bidder/Program Name: **Manchester Community Health Center**

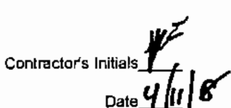
Budget Request for: **Primary Care Services for Specific Counties (RFP-2018-DPHS-28-PRIMA)**

Budget Period: **July 1, 2019 - March 31, 2020**

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	**Direct Incremental**	**Indirect Fixed**	**Total**	**Direct Incremental**	**Indirect Fixed**	**Total**	**Direct Incremental**	**Indirect Fixed**	**Total**
1. Total Salary/Wages	$ 22,799.00	$ 2,279.90	$ 25,078.90	$ -	$ -	$ -	$ 22,799.00	$ 2,279.90	$ 25,078.90
2. Employee Benefits	$ 4,473.73	$ 447.37	$ 4,921.10	$ -	$ -	$ -	$ 4,473.73	$ 447.37	$ 4,921.10
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	**$ 27,272.73**	**$ 2,727.27**	**$ 30,000.00**	**$ -**	**$ -**	**$ -**	**$ 27,272.73**	**$ 2,727.27**	**$ 30,000.00**
Indirect As A Percent of Direct		10.00%						0.1	

Contractor's Initials ____

Date ____



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

    CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

    (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

    (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

    (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
    When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

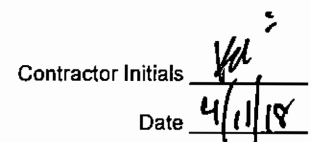
US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Contractor Initials
Date



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)
145 Hollis Street, Manchester, NH 03101 184 Tarrytown Road, Manchester, NH 03103
1245 Elm Street, Manchester, NH 03101 88 McGregor Street, Manchester, NH 03102

Check ◻ if there are workplaces on file that are not identified here.

Contractor Name: Manchester Community Health Center

4/11/18
Date

Name: Kris McCracken
Title: President/CEO

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name: Manchester Community Health Center

4/11/18
Date

Name: Kris McCracken
Title: President/CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Manchester Community Health Center

4/11/18
Date

Name: Kris McCracken
Title: President/CEO

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Manchester Community Health Center

4/11/18
Date

Name: Kris McCracken
Title: President/CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Manchester Community Health Center

4/11/18
Date

Name: Kris McCracken
Title: President/CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) <u>Obligations and Activities of Business Associate</u>.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Manchester Community Health Center
The State	Name of the Contractor
[signature]	[signature]
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Kris McCracken
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	President/CEO
Title of Authorized Representative	Title of Authorized Representative
4/26/18	4/11/18
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Manchester Community Health Center

4/11/18
Date

Name: Kris McCracken
Title: President/CEO

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 928664937

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   __X__ NO ______ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   ______ NO __X__ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: ________________ Amount: __________

   Name: ________________ Amount: __________

   Name: ________________ Amount: __________

   Name: ________________ Amount: __________

   Name: ________________ Amount: __________

Contractor Initials [signature]

Date 4/11/14

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

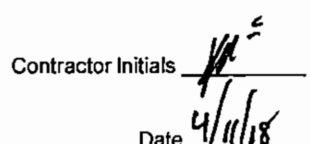
4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

Contractor Initials

Date



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

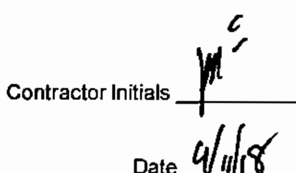
    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

Contractor Initials

Date



e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

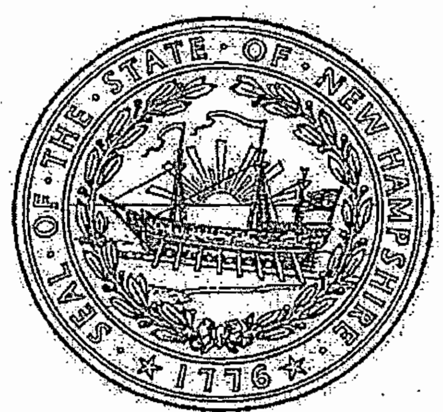
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MANCHESTER COMMUNITY HEALTH CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 07, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **175115**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2017.

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	MANCHESTER COMMUNITY HEALTH CENTER	Business ID:	175115
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	05/07/1992	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	05/07/1992		
Principal Office Address:	145 Hollis Street, Manchester, NH, 03101, USA	Mailing Address:	145 Hollis Street, Manchester, NH, 03101, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / PRIMARY HEALTH CARE MEDICAL FACILTY	

Page 1 of 1, records 1 to 1 of 1

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CERTIFICATE OF VOTE

I, Catherine Marsellos, Secretary of the Board of Directors, do hereby certify that:

1. I am a duly elected Officer of Manchester Community Health Center.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 10, 2018:

RESOLVED: That the President/CEO is hereby authorized on behalf of this Agency to enter into the said contract with the State of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and in effect as the 11 day of April, 2018.

4. Kris McCracken is the duly elected President/CEO of the Agency.

Catherine A. Marsellos
(Signature of the Secretary of the Board of Directors)

STATE OF NEW HAMPSHIRE
County of Hillsborough

The forgoing instrument was acknowledged before me this 11 day of April, 2018, by Catherine Marsellos.

Sarah Gibson
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

SARAH E. GIBSON
MY COMMISSION EXPIRES SEPT. 7, 2021
NOTARY PUBLIC
NEW HAMPSHIRE

Commission Expires: 9/7/21

MANCCOM-01 LMICHALS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # AGR8150
Clark Insurance
One Sundial Ave Suite 302N
Manchester, NH 03103

CONTACT NAME: Lorraine Michals, CIC
PHONE (A/C, No, Ext): (603) 716-2362 FAX (A/C, No): (603) 622-2854
E-MAIL ADDRESS: lmichals@clarkinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Co of South Carolina	19259
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Manchester Community Health Center MCHC
145 Hollis Street
Manchester, NH 03101

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR			S2291045-00	11/01/2017	11/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			S2291045-00	11/01/2017	11/01/2018	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE			S2291045-00	11/01/2017	11/01/2018	AGGREGATE	$ 4,000,000
	DED [X] RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[X] PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N]	N/A		WC9057737-00	11/01/2017	11/01/2018	E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

NH Department of Health & Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Mission, Vision and Core Values

Mission

To improve the health and well-being of our patients and the communities we serve by leading the effort to eliminate health disparities by providing exceptional primary and preventive healthcare and support services which are accessible to all.

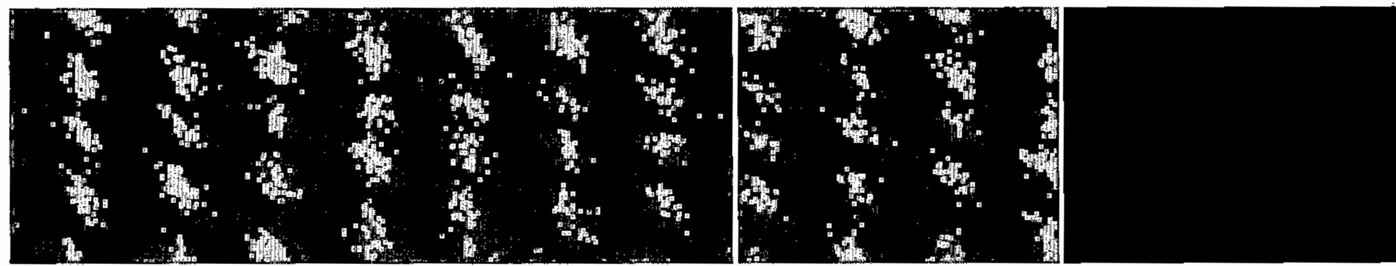
Vision

MCHC will become the provider of choice for comprehensive primary health care by achieving the triple aim of better health outcomes, better patient care, and lowered costs through using innovative care models and strong community partnerships. MCHC will meet our mission by using evidence-based care that is patient-centered, engages families, removes barriers, and promotes well-being and healthy lifestyles through patient empowerment and education.

Core Values

We will promote wellness, provide exceptional care, and offer outstanding services so that our patients achieve and maintain their best possible health. We will do this through fostering an environment of respect, integrity and caring for all stakeholders in our organization.

ADOPTED: 01/28/2014



FINANCIAL STATEMENTS

June 30, 2017 and 2016

With Independent Auditor's Report

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Manchester Community Health Center

We have audited the accompanying financial statements of Manchester Community Health Center, which comprise the balance sheets as of June 30, 2017 and 2016, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Manchester Community Health Center as of June 30, 2017 and 2016, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
December 6, 2017

MANCHESTER COMMUNITY HEALTH CENTER

Balance Sheets

June 30, 2017 and 2016

ASSETS

	2017	2016
Current assets		
Cash and cash equivalents	$ 671,890	$ 1,024,773
Patient accounts receivable, less allowance for uncollectible accounts of $1,702,394 in 2017 and $1,391,757 in 2016	2,058,763	2,055,686
Grants and other receivables	942,811	566,395
Prepaid expenses	131,702	120,052
Total current assets	3,805,166	3,766,906
Investment in limited liability company	20,298	16,203
Assets limited as to use	-	150,000
Property and equipment, net	4,362,418	3,796,129
Total assets	$ 8,187,882	$ 7,729,238

LIABILITIES AND NET ASSETS

	2017	2016
Current liabilities		
Line of credit	$ 810,000	$ -
Accounts payable and accrued expenses	1,057,214	484,037
Accrued payroll and related expenses	1,059,280	934,203
Current maturities of long-term debt	52,316	51,049
Total current liabilities	2,978,810	1,469,289
Long-term debt, less current maturities	1,206,475	1,258,264
Total liabilities	4,185,285	2,727,553
Net assets		
Unrestricted	3,091,080	4,318,627
Temporarily restricted	810,159	581,700
Permanently restricted	101,358	101,358
Total net assets	4,002,597	5,001,685
Total liabilities and net assets	$ 8,187,882	$ 7,729,238

The accompanying notes are an integral part of these financial statements.

MANCHESTER COMMUNITY HEALTH CENTER

Statements of Operations

Years Ended June 30, 2017 and 2016

	2017	2016
Operating revenue		
Patient service revenue	$ 9,734,445	$ 9,284,028
Provision for bad debts	(1,687,439)	(1,098,074)
Net patient service revenue	8,047,006	8,185,954
Grants and contracts	6,832,729	6,397,842
Other operating revenue	104,554	154,857
Net assets released from restriction for operations	716,090	539,958
Total operating revenue	15,700,379	15,278,611
Operating expenses		
Salaries and benefits	12,556,077	10,658,870
Other operating expense	4,579,067	4,221,587
Depreciation	336,129	311,809
Interest expense	54,071	38,875
Total operating expenses	17,525,344	15,231,141
Operating (loss) income	(1,824,965)	47,470
Other revenues and gains		
Contributions	194,463	209,687
Investment income	1,166	984
Equity in earnings from limited liability company	4,095	15,703
Total other revenues and gains	199,724	226,374
(Deficit) excess of revenue over expenses	(1,625,241)	273,844
Grants for capital acquisition	69,001	79,924
Net assets released from restriction for capital acquisition	328,693	-
(Decrease) increase in unrestricted net assets	$ (1,227,547)	$ 353,768

The accompanying notes are an integral part of these financial statements.

MANCHESTER COMMUNITY HEALTH CENTER

Statements of Changes in Net Assets

Years Ended June 30, 2017 and 2016

	2017	2016
Unrestricted net assets		
(Deficit) excess of revenue over expenses	**$ (1,625,241)**	$ 273,844
Grants for capital acquisition	**69,001**	79,924
Net assets released from restriction for capital acquisition	**328,693**	-
(Decrease) increase in unrestricted net assets	**(1,227,547)**	353,768
Temporarily restricted net assets		
Contributions	**1,273,242**	545,984
Net assets released from restriction for operations	**(716,090)**	(539,958)
Net assets released from restriction for capital acquisition	**(328,693)**	-
Increase in temporarily restricted net assets	**228,459**	6,026
Change in net assets	**(999,088)**	359,794
Net assets, beginning of year	**5,001,685**	4,641,891
Net assets, end of year	**$ 4,002,597**	$ 5,001,685

The accompanying notes are an integral part of these financial statements.

MANCHESTER COMMUNITY HEALTH CENTER

Statements of Cash Flows

Years Ended June 30, 2017 and 2016

	2017	2016
Cash flows from operating activities		
Change in net assets	$ **(999,088)**	$ 359,794
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Provision for bad debts	**1,687,439**	1,098,074
Depreciation	**336,129**	311,809
Equity in earnings from limited liability company	**(4,095)**	(15,703)
Contributions and grants for long-term purposes	**(726,960)**	(79,924)
Increase in the following assets		
Patient accounts receivable	**(1,690,516)**	(1,219,342)
Grants and other receivables	**(376,416)**	(73,969)
Prepaid expenses	**(11,650)**	(24,094)
Increase in the following liabilities		
Accounts payable and accrued expenses	**573,177**	157,242
Accrued payroll and related expenses	**125,077**	312,467
Net cash (used) provided by operating activities	**(1,086,903)**	826,354
Cash flows from investing activities		
Release of (increase in) board-designated reserves	**150,000**	(75,000)
Capital expenditures	**(902,418)**	(215,153)
Net cash used by investing activities	**(752,418)**	(290,153)
Cash flows from financing activities		
Contributions and grants for long-term purposes	**726,960**	79,924
Proceeds from line of credit	**920,000**	-
Payments on line of credit	**(110,000)**	-
Payments on long-term debt	**(50,522)**	(48,003)
Net cash provided by financing activities	**1,486,438**	31,921
Net (decrease) increase in cash and cash equivalents	**(352,883)**	568,122
Cash and cash equivalents, beginning of year	**1,024,773**	456,651
Cash and cash equivalents, end of year	$ **671,890**	$ 1,024,773
Supplemental disclosures of cash flow information		
Cash paid for interest	$ **54,071**	$ 38,875
Capital expenditures in accounts payable	**321,590**	-

The accompanying notes are an integral part of these financial statements.

1. Summary of Significant Accounting Policies

Organization

Manchester Community Health Center (the Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) providing high-quality, comprehensive family oriented primary healthcare services which meet the needs of a diverse community, regardless of age, ethnicity or income.

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles generally requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents exclude amounts whose use is limited by Board designation.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past history and identifies trends for each individual payer. In addition, balances in excess of one year are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	2017	2016
Balance, beginning of year	**$ 1,391,757**	$ 608,028
Provision	**1,687,439**	1,098,074
Write-offs	**(1,376,802)**	(314,345)
Balance, end of year	**$ 1,702,394**	$ 1,391,757

The increase in provision and write-offs is primarily the result of the regulatory environment related to challenges with credentialing of providers and timely filing limits imposed by managed care companies.

Grants and Other Receivables

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Investment in Limited Liability Company

The Organization is one of eight partners who each made a capital contribution of $500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to $20,298 and $16,203 at June 30, 2017 and 2016, respectively.

Assets Limited as to Use

Assets limited as to use consist of cash and cash equivalents and represent assets designated by the board for future capital needs.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the (deficit) excess of revenue over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit continuing donor stipulations, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor. Restricted grants received for capital acquisitions are reported as temporarily restricted net assets in the period received, and expirations of those donor restrictions are reported when the acquired long-lived assets are placed in service and donor-imposed restrictions are satisfied.

Permanently restricted net assets include net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the Organization to use all or part of the income earned on related investments for general or specific purposes.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is unconditionally received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of operations as "net assets released from restriction." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHCs and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses and drug costs incurred related to the program are included in other operating expenses.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	2017	2016
Program services	**$15,198,514**	$13,439,463
Administrative and general	**2,138,503**	1,619,871
Fundraising	**188,327**	171,807
Total	**$17,525,344**	$15,231,141

(Deficit) Excess of Revenue Over Expenses

The statements of operations reflect the (deficit) excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the (deficit) excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 6, 2017, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Property and Equipment

Property and equipment consists of the following:

	2017	2016
Land	$ 81,000	$ 81,000
Building and leasehold improvements	4,327,993	3,877,039
Furniture and equipment	1,693,049	1,545,895
Total cost	6,102,042	5,503,934
Less accumulated depreciation	2,099,884	1,764,795
	4,002,158	3,739,139
Construction-in-process	360,260	56,990
Property and equipment, net	$ 4,362,418	$ 3,796,129

3. Line of Credit

The Organization has a $1,000,000 line of credit demand note with a local banking institution. The line of credit is collateralized by all assets and a second mortgage on the Organization's real property. The interest rate is LIBOR plus 3.5% (4.73% at June 30, 2017). There was an outstanding balance on the line of credit at June 30, 2017 of $810,000 and no outstanding balance in 2016. The line of credit was increased to $1,500,000 in July 2017.

4. Long-Term Debt

Long-term debt consists of the following:

	2017	2016
Note payable, with a local bank (see terms below)	$ 1,240,109	$ 1,284,696
Note payable, New Hampshire Health and Education Facilities Authority (NHHEFA), payable in monthly installments of $513, including interest at 1.00%, due July 2020, collateralized by all business assets	18,682	24,617
Total long-term debt	1,258,791	1,309,313
Less current maturities	52,316	51,049
Long-term debt, less current maturities	$ 1,206,475	$ 1,258,264

The Organization has a promissory note with Citizens Bank, N. A. (Citizens) for the purchase of the medical and office facility in Manchester, New Hampshire. The note is collateralized by the real estate. The note is a five-year balloon note due December 1, 2018 to be paid at the amortization rate of 25 years. The note is borrowed at a variable interest rate with margins adjusted annually on July 1 based on the Organization's achievement of two operating performance milestones (2.8667% at June 30, 2017). NHHEFA is participating in the lending for 30% of the promissory note. Under the NHHEFA program, the interest rate on that portion is approximately 30% of the interest rate charged by Citizens.

The Organization is required to meet an annual minimum working capital and debt service coverage as defined in the loan agreement with Citizens. In the event of default, Citizens has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Organization. After receiving a waiver from Citizens to exclude certain one-time items from the debt service coverage calculation, the Organization is in compliance with all loan covenants at June 30, 2017.

Scheduled principal repayments of long-term debt are as follows:

2018	$ 52,316
2019	1,199,784
2020	6,115
2021	518
2022	58

5. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets consisted of the following as of June 30:

	2017	2016
Temporarily restricted		
Program services	$ **148,927**	$ 74,280
Child health services	**269,272**	356,884
Capital improvements (expended)	**66,955**	93,546
Capital improvements (not yet in service)	**325,005**	56,990
Total	$ **810,159**	$ 581,700
Permanently restricted		
Working capital	$ **101,358**	$ 101,358

6. Patient Service Revenue

Patient service revenue follows:

	2017	2016
Gross charges	**$16,357,934**	$15,972,455
340B pharmacy revenue	**919,437**	802,683
Total gross revenue	**17,277,371**	16,775,138
Contractual adjustments	**(6,088,033)**	(5,822,424)
Sliding fee scale discounts	**(1,454,893)**	(1,668,686)
Total patient service revenue	**$ 9,734,445**	$ 9,284,028

Revenue from the Medicaid and Medicare programs accounted for approximately 52% and 9%, respectively, of the Organization's gross patient service revenue for the year ended June 30, 2017 and 59% and 8%, respectively, for the year ended June 30, 2016. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2016.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges, and capitated arrangements for primary care services on a per member, per month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to $1,620,083 and $1,649,562 for the years ended June 30, 2017 and 2016, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

7. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 403(b) that covers substantially all employees. The Organization contributed $289,444 and $266,304 for the years ended June 30, 2017 and 2016, respectively.

8. Concentration of Risk

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source, at June 30:

	2017	2016
Medicare	**14 %**	15 %
Medicaid	**42 %**	46 %
Other	**44 %**	39 %
	100 %	100 %

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2017 and 2016, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 81% and 72%, respectively, of grants and contracts revenue.

9. Commitments and Contingencies

Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2017, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

Leases

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are:

2018	$ 195,595
2019	134,132
2020	78,791
2021	73,107
2022	74,276
Thereafter	132,740
Total	$ 688,641

Rent expenses amounted to $269,771 and $246,564 for the years ended June 30, 2017 and 2016, respectively.

10. Financial Improvement Plan

The Organization incurred a significant operating loss during 2017. The financial statements have been prepared assuming the Organization will continue as a going concern, realizing assets and liquidating liabilities in the ordinary course of business. Although not currently planned, realization of assets in other than the ordinary course of business in order to meet liquidity needs could result in losses not reflected in these financial statements.

Management is working on several initiatives to mitigate losses going forward. As discussed below, management believes the combination of planned initiatives will provide the required cash flow and reduction of operating losses to sustain future operations.

During 2017, approximately $917,000 in bad debt write-offs occurred for charges incurred in 2015 and 2016, and were primarily the result of regulatory issues with credentialing of providers and timely filing limits imposed by managed care insurers, and are not expected to recur in 2018. In addition, provider utilization declined in 2017 due to reduced capacity during renovations, which will be completed in the first quarter of 2018. That utilization reduction was approximately $290,000 in 2017.

In 2017, the Organization was awarded a grant and acted in good faith, incurring nearly $250,000 in expenses to provide the services, but never received the final signed prospective contract until 2018. Management also plans to implement enhanced charges in 2018 that will capture services currently being provided but not being billed for which is estimated to provide another $200,000 in revenue annually, as well as expanding 340B pharmacy activities which would also provide another $100,000 annually.

Name	Committee(s)	Board Role	Effective Date of Nominations	Next Due for Reappointment	Final Term Ends (9 Yr Max)
KATHLEEN DAVIDSON	Compliance (CHAIR)	**Vice President**	11/4/2014	November, 2017	11/04/23
	Personnel				
	Executive				
RICHARD ELWELL	Finance (CHAIR)	**Treasurer**	1/9/2018	January, 2021	01/09/27
	Executive				
DOMINIQUE A. RUST	Executive (CHAIR)	**President**	4/6/2010	**Term ends 4/6/19**	04/06/19
	Finance				
TONI PAPPAS	Marketing & Dev (CHAIR)	Director	2/2/2010	**Term ends 2/2/19**	02/02/19
	Executive				
IDOWU EDOKPOLO	Strategic Planning	Director	11/19/2013	November, 2019	11/19/21
PARSU NEPAL		Director	3/7/2017	March, 2020	03/07/26
CATHERINE MARSELLOS	Strategic Planning	**Secretary**	6/2/2015	June, 2018	06/02/24
	Quality Improvement				
	Executive				
ALEIDA GALINDO	Marketing & Dev	Director	6/2/2015	June, 2018	06/02/24
	Quality Improvement				
PHILLIP ADAMS		Director	6/21/2016	June, 2019	6/21/2025
SOM GURUNG	Personnel	Director	3/7/2017	March, 2020	03/07/26
RAJESH KOIRALA	Strategic Planning	Director	3/7/2017	March, 2020	03/07/26
LINDA LANGSTEN	Personnel (CHAIR)	Director	7/11/2017	July, 2020	7/11/2026
	Executive				
DAWN MCKINNEY	Strategic Planning	Director	7/11/2017	July, 2020	7/11/2026
MOHAMMAD "SALEEM" YUSUF		Director	1/9/2018	January, 2021	1/9/2027
ORESTE (RUSTY) J. MOSCA	Finance	Director	2/6/2018	February, 2021	2/6/2027

MANCHESTER COMMUNITY HEALTH CENTER
1415 Elm Street • Manchester, NH 03101 • 603.626.9500

APPLICATION FOR EMPLOYMENT

Assistance in completing this form will be provided to anyone requesting it.
Manchester Community Health Center is an Equal Opportunity Employer in accordance with all applicable laws.

Application must be completed in full. Please Print.

PERSONAL INFORMATION

Position(s) applied for: Interpreten	Date of Application:

Last Name Velasquez	First Name Lizette	Middle Int.
Mailing Address [redacted]		

How did you learn about us? ☐ Advertisement ☐ Friend ☒ Employee [redacted] (employee's name)

Have you ever been employed here previously? ☒ No ☐ Yes If yes, when ______

AVAILABILITY

☐ Full-Time	☒ Part-Time	Expected Rate of Pay: $______ ☐ Hourly ☐ Monthly ☐ Annually

IF YOU ARE APPLYING FOR PART-TIME WORK, PLEASE INDICATE HOURS OF AVAILABILITY BELOW:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
From ______	From ______	From ______	From ______	From ______	From ______
To ______	To ______	To ______	To ______	To ______	To ______

On what date will you be available for work? Open

Are you under 18 years of age? ☐ Yes ☒ No

Can you legally work in the US? ☒ Yes *(Proof must be provided upon hire.)* ☐ No

EDUCATION

School	Address	Graduation	Degree	Major
High School Name of High School Francisco Rodriguez Lopez	Puerto Rico	☒ Yes ☐ No		
Technical/Business/Professional School		☐ Yes ☐ No Years completed 1 2 3 4		
College/University C Cornell University cooperative extension	Certificate Nutrition and Health 16 east 34st 7th Floor	☐ Yes ☐ No Years completed ① 2 3 4		
Graduate School		☐ Yes ☐ No Years completed 1 2 3 4		
Honors, Awards, Etc.:				

Professional Registration/License/Accreditation:

State/Type: —	Number (if applicable) —	Expiration Date: —
State/Type: —	Number (if applicable) —	Expiration Date: —

EXPERIENCE

List most recent employer first.

Company/Employer: Cornell University cooperative Extension 16 east 34 street 8th Floor	Employment Dates: 06/1998 to 01/2003 month/year month/year	Job Title: Community Educator Final Wage/Salary $ ☐ weekly ☐ monthly ☐ annually
Address Manhattan N.Y. 10016	Reason for Leaving Move to manchester	Duties
City State NY Zip 10016	Name of Supervisor Carol Parker Duncanson	Telephone Number 1212 340-2910
Company/Employer: abacus communication 540 commercial street	Employment Dates: 08/18/03 to month/year month/year	Job Title: Telephone services Representative Final Wage/Salary $ BiWeekly ☐ weekly ☐ monthly ☐ annually
Address Manchester N.H.	Reason for Leaving still working at above	Duties
City State N.H. Zip 03103	Name of Supervisor Barbara	Telephone Number 603
Company/Employer:	Employment Dates: to month/year month/year	Job Title: Final Wage/Salary $ ☐ weekly ☐ monthly ☐ annually
Address	Reason for Leaving	Duties
City State Zip	Name of Supervisor	Telephone Number

ADDITIONAL INFORMATION

May we request references from your PRESENT employer? ☒ Yes ☐ No	From your FORMER employers? ☒ Yes ☐ No
If NO, please explain:	If NO, please explain:
Have you ever been discharged by an employer? ☐ Yes ☒ No	If YES, please explain:
Have you ever been convicted of a felony? ☐ Yes ☒ No	If YES, please explain:

Please include any additional information you feel would be applicable to your application (attach a separate piece of paper if necessary).

In being considered for employment by Manchester Community Health Center, I agree that the Health Center and any of my employers, except those in which I may have indicated on this form, may exchange information regarding my qualifications without incurring liability.

Employment is subject to the following:

- Satisfactory pre-employment physical examination, following an employment offer
- Satisfactory reference reports
- Willingness to abide by all Health Center requirements and regulations
- Availability of a position for which the applicant is qualified

I certify that the information I have provided on this application (and resume, if applicable) is true and I understand that false statements may be considered grounds for termination. I understand that no contract is made or implied by employment at Manchester Community Health Center or through interpretation of its policies.

Lizette Velasquez
Signature of Applicant

10/13/03
Date

All statements made by applicants for employment on this application form will be checked for accuracy. We offer equal employment opportunities to all persons without regard to race, color, religion, age, marital or veterans' status, sex, sexual orientation, national origin, disability, or any other legally protected status.

POSITION APPLYING FOR:	Full Time	Part Time	Per Diem/Other
	✓		

PERSONAL INFORMATION

Name (Last, First)
Escobar, Rosa

Are you over the age of 18? Yes ✓ No ___

If no, you will be required to provide a work certificate and/or proof of parental consent as required by state or federal law.

Do you have the legal right to work in the U.S.? (If hired, you must prove eligibility to work in the U.S.) Yes ✓ No ___

If no, please explain: ____________

EDUCATION

SCHOOL	NAME AND ADDRESS OF SCHOOL	COURSES MAJORED IN	CIRCLE LAST YEAR COMPLETED	GRADUATE? GIVE DEGREES
Elementary			5 6 7 8	
High School	John Bowne HS Flushing NY	Liberal Arts	9 10 (11) 12	No
College	Springfield College	BS Human Service	1 2 3 (4)	BS Human Service
Trade, Business or Correspondence	Hesser College / Medical Assistant	Business Science / Medical Assistant		Associate in Business Science

Subjects of Special Study/Research, Work or Training/Skills that Could Assist in Position:
Certified Medical Assistant / Pediatric

WORK HISTORY (Start with most recent or present employer and complete in full; attach additional work history on a separate piece of paper as necessary.)

1. Name and Address of Most Recent Employer: Dartmouth Hitchcock Clinic 100 Hitchcock way, Manchester		Telephone Number: 603 695 2751
Immediate Supervisor (Name and Position): Elizabeth Ellinger ~ Manager	Date Hired: 3/01	Starting Rate: ? 13 + hr
Job Title & Duties: Certified Medical Assistant	Date Left:	Last Rate:
Reason for Leaving: Still Employed		

2. Name and Address of Prior Employer: Lake Ave Family Health 700 Lake Ave, Manchester NH.		Telephone Number:
Immediate Supervisor (Name and Position): Dr. Lorraine Hazard Medical Director	Date Hired: ~~11/2000~~ ? 5/99	Starting Rate: 15 hr
Job Title & Duties: Clinical Coordinator / Medical Assistant	Date Left: 11/02	Last Rate: 18 hr.
Reason for Leaving: Practice Closed		

3. Name and Address of Prior Employer: Elliot Hospital / Optima Health		Telephone Number:
Immediate Supervisor (Name and Position): Patricia April Manager	Date Hired: 1/95	Starting Rate: ? 11 + hr
Job Title & Duties: Certified Phlebotomist-Technician / Customer Service Rep / Cert. Medical Assistant.	Date Left: ? 5/99	Last Rate: ? 13 + hr.
Reason for Leaving: was offered a position to work with Dr. Hazard in her new practice.		

HAVE YOU EVER WORKED FOR CHILD HEALTH SERVICES BEFORE? Yes___ No ✓

If yes, when:	Name of Supervisor:	Location of Employment	Reason for Leaving

JOB AVAILABILITY

Date You Can Start: after a two week notice **Your Availability:** Mon – Fri

Are you prohibited from or limited in your performance of any job duties by any restrictive covenants not to complete, confidentiality agreements or other contracted obligation? Yes___ No ✓

If yes, please provide a copy of that agreement to the Director of Administration

REFERRED BY:

Manchester Community Health Center
Key Personnel
SFY 2018 (April 1, 2018 – June 30, 2018)
Primary Care Services for Specific Counties
(RFP-2018-DPHS-28-PRIMA)

these amounts are prorated for the fiscal year referenced above

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Escobar, Rosa	Case Manager Social Services	$ 11,590.80	50%	$ 5,795.00
Velasquez, Lizette	Interpreter	$ 9,287.20	20%	$ 1,858.00
	Total:	$ 20,878.00		$ 7,653.00

Manchester Community Health Center
Key Personnel
SFY 2019 (July 1, 2018 – June 30, 2019)
Primary Care Services for Specific Counties
(RFP-2018-DPHS-28-PRIMA)

Name	Job Title		Salary	% Paid from this Contract		Amount Paid from this Contract
Escobar, Rosa	Case Manager Social Services	$	47,299.20	50%	$	23,645.23
Velasquez, Lizette	Interpreter	$	37,148.80	18%	$	6,630.77
	Total:	$	84,448.00		$	30,276.00

***Due to budgeting for a 2% COLA/merit increase, the % paid from this contract will differ from FY18.*

Manchester Community Health Center
Key Personnel
SFY 2020 (July 1, 2019 – March 31, 2020)
Primary Care Services for Specific Counties
(RFP-2018-DPHS-28-PRIMA)

these amounts are prorated for the fiscal year referenced above

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Escobar, Rosa	Case Manager Social Services	$ 36,176.40	50%	$ 18,088.60
Velasquez, Lizette	Interpreter	$ 28,984.80	16%	$ 4,710.40
	Total:	$ 65,161.20		$ 22,799.00

***Due to budgeting for a 2% COLA/merit increase, the % paid from this contract will differ from FY19.*

FORM NUMBER P-37 (version 5/8/15)

Subject: Primary Care Services for Specific Counties (RFP-2018-DPHS-28-PRIMA)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Concord Hospital		1.4 Contractor Address 250 Pleasant Street, Concord, NH 03301	
1.5 Contractor Phone Number 603-227-7000	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $484,176
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature [signature]		1.12 Name and Title of Contractor Signatory Robert P. Steigmeyer, President & CEO	

1.13 Acknowledgement: State of New Hampshire, County of Merrimack

On 4/12/18, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Karin L. Carr

KARIN L. CARR
Notary Public - New Hampshire
My Commission Expires January 28, 2020

1.13.2 Name and Title of Notary or Justice of the Peace

Karin Carr, Executive Assistant

1.14 State Agency Signature [signature] Date: 4/26/18	1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: [signature] On: 5/22/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials AAJ
Date 4/12/18

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials [illegible]
Date 4/12/18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MJ
Date 4/12/18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

3.4.8. The Contractor will submit at least one annual Workplan that includes a detailed description of the enabling services funded by this contract. This shall be developed and submitted according to the schedule and instructions provided by MCHS. The vendor will be notified at least thirty (30) days in advance of any changes in the submission schedule.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.1.6. Delivery of Primary Care Services within the Specific County of service

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

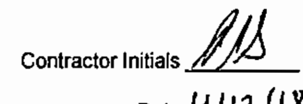


Exhibit A-1 – Reporting Metrics

1. Definitions

1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

1.1.1. The calendar year, (January 1st through December 31st); or

1.1.2. The state fiscal year (July 1st through June 30th).

1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

1.4. **NQF** – National Quality Forum

1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

1.6. **UDS** – Uniform Data System

1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. MCHS PRIMARY CARE PERFORMANCE MEASURES

2.1. **Breastfeeding**

2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

2.1.1.3. Denominator: All patient infants born in the measurement year.

2.2. **Preventive Health: Lead Screening**

2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

2.3. Preventive Health: Adolescent Well-Care Visit

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. Preventive Health: Depression Screening

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

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2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI $\geq$ 23 and < 30

2.5.1.2. Age 18 through 64 BMI $\geq$ 18.5 and < 25

2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. Preventive Health: Tobacco Screening

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

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recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. **At Risk Population: Hypertension**

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

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2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are

enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Exhibit A-2 – Report Timing Requirements

1.1. **Primary Care Services Reporting Requirements**

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.1.4. The Vendor shall establish and provide baseline data of Primary Care Services being provided; specific to Merrimack and Northern Hillsborough Counties, using Exhibit A-1 Reporting Metrics. This data is to be submitted via the Primary Care Services Measure Data Trend Table (DTT) within thirty (30) days of G&C approval,

1.1.5. The following reports are required to be submitted within 30 days of G&C approval:

1.1.5.1. The Vendor is required to submit a minimum of two (2) Quality Improvement (QI) projects specific to the target population served by this contract (Merrimack and Northern Hillsborough County), which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

1.1.5.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

1.1.5.1.2. The other quality improvement project(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

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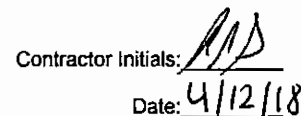
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1.1.5.2. The Vendor is required to submit at least one Enabling Service Workplan specific to the target population served by this contract (Merrimack and Northern Hillsborough County) that includes a detailed description of the enabling services funded by this contract. This shall be developed and submitted according to the schedule and instructions provided by MCHS. The vendor will be notified at least thirty (30) days in advance of any changes in the submission schedule.

1.2. **Annual Reports**

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year, specific to patients served within Merrimack and Northern Hillsborough Counties;

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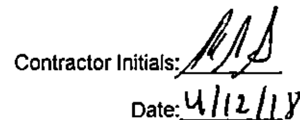

Date: 4/12/18

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1.1. Primary Care Services Performance Measure Data; specific to Merrimack and Northern Hillsborough Counties, using Exhibit A-1 Reporting Metrics. This data is to be submitted via the Primary Care Services Measure Data Trend Table (DTT), Due July 31 (measurement period July 1– June 30) and;

1.3.1.2. Primary Care Services Performance Measure Data; specific to Merrimack and Northern Hillsborough Counties, using Exhibit A-1 Reporting Metrics. This data is to be submitted via the Primary Care Services Measure Data Trend Table (DTT), Due January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF), for the entire population served by the Contractor;

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Contractor Initials: [signature]

Date: 4/12/18

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

      4.2.2. Onsite reviews may be required.

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

      Financial Administrator

      Department of Health and Human Services

      Division of Public Health

      29 Hazen Dr.

      Concord, NH 03301

Exhibit B

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: Primary Care Services

Budget Period: April 1, 2018 - June 30, 2018

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 163,123.00	$ -	$ 170,340.00	$ 109,818.00	$ -	$ 109,818.00	$ 60,522.00	$ -	$ 60,522.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 163,123.00	$ -	$ 170,340.00	$ 109,818.00	$ -	$ 109,818.00	$ 60,522.00	$ -	$ 60,522.00

Indirect As A Percent of Direct 0.0%

Contractor's Initials [handwritten initials]
Date 4/12/18

New Hampshire Department of Health and Human Services

Bidder/Program Name: Concord Hospital Family Health Center

Budget Request for: Primary Care Services

Budget Period: July 1, 2018 - June 30, 2019

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 666,916.00		$ 666,916.00	$ 448,566.00		$ 448,566.00	$ 242,088.00		$ 242,088.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 666,916.00	$ -	$ 666,916.00	$ 448,566.00	$ -	$ 448,566.00	$ 242,088.00	$ -	$ 242,088.00
Indirect As A Percent of Direct		0.0%							

Contractor's Initials [handwritten initials]
Date 4/12/18

Exhibit B-3

New Hampshire Department of Health and Human Services									
Bidder/Program Name: Concord Hospital Family Health Center									
Budget Request for: Primary Care Services for Specific Counties									
Budget Period: July 1, 2019 - March 31, 2020									
	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 515,543.00	$ -	$ 515,543.00	$ 346,762.00	$ -	$ 346,762.00	$ 181,566.00	$ -	$ 181,566.00
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 515,543.00	$ -	$ 515,543.00	$ 346,762.00	$ -	$ 346,762.00	$ 181,566.00	$ -	$ 181,566.00

Indirect As A Percent of Direct 0.0%

Contractor's Initials MN

Date 4/12/18

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
   19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
   19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
   19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

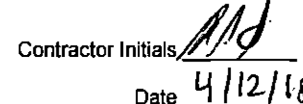
ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Contractor Initials 
Date 4/12/18

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

4/12/18
Date

Name:
Title:

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

4/12/18
Date

Name:
Title:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

4/14/18
Date

Name:
Title:

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.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

4/12/18
Date

Name:
Title:

New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

4/12/18
Date

Name:
Title:

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) <u>Obligations and Activities of Business Associate</u>.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Concord Hospital
The State	Name of the Contractor
[signature]	[signature]
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Robert P. Steigmeyer
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	President and CEO
Title of Authorized Representative	Title of Authorized Representative
4/26/18	
Date	Date 4/12/18

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

4/12/18
Date

Name:
Title:

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 07-3977399

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   __✓__ NO ________ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   ________ NO ________ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g:, door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Contractor Initials [signature]

Date 4/12/18

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD HOSPITAL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 29, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 74948
Certificate Number : 0004077565

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 April A.D. 2018.

William M. Gardner
Secretary of State

CERTIFICATE

I, William Chapman, Secretary of Concord Hospital, Inc. do hereby certify:

1) I maintain and have custody of and am familiar with the seal and minute books of the corporation;
2) I am authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates;
3) The following is a true and complete copy of the resolution adopted by the board of trustees of the corporation at a meeting of that board on March 21, 2005 which meeting was held in accordance with the law of the state of incorporation and the bylaws of the corporation:

   The motion was made, seconded and the Board unanimously voted that the powers and duties of the President shall include the execution of all contracts and other legal documents on behalf of the corporation, unless some other person is specifically so designated by the Board, by law, or pursuant to the administrative policy addressing contract and expenditure approval levels.

4) the foregoing resolution is in full force and effect, unamended, as of the date hereof; and
5) the following persons lawfully occupy the offices indicated below:

   Robert P. Steigmeyer, President
   Scott W. Sloane, Chief Financial Officer

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the Corporation this 12 day of Apr, 20 18.

(Corporate seal)

William Chapman
Secretary

State of: New Hampshire

County of: Merrimack

On this, the 12th *day of* April*, 20*18*, before me a notary public, the undersigned officer, personally appeared* William Chapman*, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.*

In witness hereof, I hereunto set my hand and official seal.

Karin L. Carr
Notary Public

(Seal)

KARIN L. CARR
Notary Public - New Hampshire
My Commission Expires January 28, 2020

My Commission expires:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
319078-CHS-gener-18-19	INSURER A : Granite Shield Insurance Exchange	
INSURED CAPITAL REGION HEALTHCARE CORPORATION & CONCORD HOSPITAL, INC. ATTN: JESSICA FANJOY 250 PLEASANT STREET CONCORD, NH 03301	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-009846709-34 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GSIE-PRIM-2018-101	01/01/2018	01/01/2019	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 12,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N]	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			GSIE-PRIM-2018-101	01/01/2018	01/01/2019		SEE ABOVE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF CURRENT LIABILITY FOR THE INSURED
GENERAL LIABILITY AND PROFESSIONAL LIABILITY SHARE A COMBINED LIMIT OF 2,000,000/12,000,000. HOSPITAL PROFESSIONAL LIABILITY RETRO ACTIVE-DATE 6/24/1985.

CERTIFICATE HOLDER	CANCELLATION
CAPITAL REGION HEALTHCARE CORPORATION & CONCORD HOSPITAL, INC. 250 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 of Marsh USA Inc. Elizabeth Stapleton

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CAPIREG-01 DMCDONALD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1780862	CONTACT NAME: Dan McDonald	
HUB International New England 100 Central Street Suite 201 Holliston, MA 01746	PHONE (A/C, No, Ext): (508) 808-7293	FAX (A/C, No): (866) 235-7129
	E-MAIL ADDRESS: dan.mcdonald@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Safety National Casualty Corporation	15105
INSURED Capital Region Healthcare Corporation 250 Pleasant Street Concord, NH 03301	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SP4057691	10/01/2017	10/01/2018	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Workers Compensation coverage

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire Department of Labor 95 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John Zawilinski

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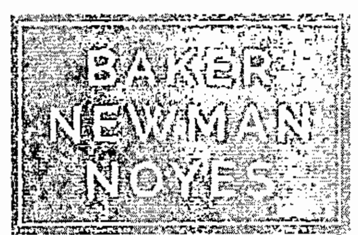
Concord Hospital Mission Statement

Concord Hospital is a charitable organization
which exists to meet the health needs of individuals
within the communities it serves.

It is the established policy of Concord Hospital to provide services on the sole basis of the medical necessity of such services as determined by the medical staff without reference to race, color, ethnicity, national origin, sexual orientation, marital status, religion, age, gender, disability, or inability to pay for such services.

Approved by Board of Trustees 10-21-02; Reaffirmed by Board 11-23-03, 11-15-04, 11-21-05, 11-20-06, 11-19-07, 11-17-08, 11-16-09, 10-18-10, 9-19-11, 9-24-12, 9-23-13, 9-22-14



Concord Hospital, Inc. and Subsidiaries

Audited Consolidated Financial Statements and Additional Information

Years Ended September 30, 2017 and 2016
With Independent Auditors' Report

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

Audited Consolidated Financial Statements
and Additional Information

Years Ended September 30, 2017 and 2016

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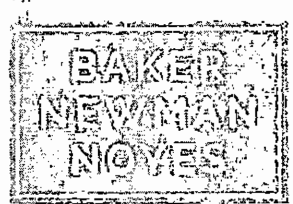

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INDEPENDENT AUDITORS' REPORT

The Board of Trustees
Concord Hospital, Inc.

We have audited the accompanying consolidated financial statements of Concord Hospital, Inc. and Subsidiaries (the System), which comprise the consolidated balance sheets as of September 30, 2017 and 2016, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the System as of September 30, 2017 and 2016, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 1, 2017

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

September 30, 2017 and 2016

ASSETS
(In thousands)

	2017	2016
Current assets:		
Cash and cash equivalents	$ 3,799	$ 6,555
Short-term investments	7,552	19,512
Accounts receivable, less allowance for doubtful accounts of $11,234 in 2017 and $9,858 in 2016	51,344	52,693
Due from affiliates	634	270
Supplies	1,777	1,262
Prepaid expenses and other current assets	5,855	4,760
Total current assets	70,961	85,052
Assets whose use is limited or restricted:		
Board designated	290,686	260,287
Funds held by trustee for workers' compensation reserves and self-insurance escrows	16,515	14,328
Donor-restricted funds and restricted grants	40,350	37,517
Total assets whose use is limited or restricted	347,551	312,132
Other noncurrent assets:		
Due from affiliates, net of current portion	1,223	1,615
Other assets	15,052	11,848
Total other noncurrent assets	16,275	13,463
Property and equipment:		
Land and land improvements	6,426	7,003
Buildings	190,585	179,824
Equipment	246,586	235,334
Construction in progress	38,725	16,413
	482,322	438,574
Less accumulated depreciation	(305,312)	(282,034)
Net property and equipment	177,010	156,540
	$ 611,797	$ 567,187

LIABILITIES AND NET ASSETS
(In thousands)

	2017	2016
Current liabilities:		
Short-term notes payable	$ 15	$ 459
Accounts payable and accrued expenses	39,611	30,104
Accrued compensation and related expenses	25,580	22,830
Accrual for estimated third-party payor settlements	27,382	22,459
Current portion of long-term debt	8,822	8,570
Total current liabilities	101,410	84,422
Long-term debt, net of current portion	76,501	85,399
Accrued pension and other long-term liabilities	60,536	99,258
Total liabilities	238,447	269,079
Net assets:		
Unrestricted	335,148	262,934
Temporarily restricted	17,800	15,293
Permanently restricted	20,402	19,881
Total net assets	373,350	298,108
	$ 611,797	$ 567,187

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended September 30, 2017 and 2016
(In thousands)

	2017	2016
Unrestricted revenue and other support:		
Net patient service revenue, net of contractual allowances and discounts	$468,347	$434,961
Provision for doubtful accounts	(20,018)	(17,251)
Net patient service revenue less provision for doubtful accounts	448,329	417,710
Other revenue	19,350	20,998
Disproportionate share revenue	12,717	7,800
Net assets released from restrictions for operations	1,191	1,232
Total unrestricted revenue and other support	481,587	447,740
Operating expenses:		
Salaries and wages	220,255	208,274
Employee benefits	56,889	55,298
Supplies and other	95,948	87,060
Purchased services	32,373	29,297
Professional fees	5,222	4,678
Depreciation and amortization	24,378	24,535
Medicaid enhancement tax	20,311	19,679
Interest expense	2,918	3,700
Total operating expenses	458,294	432,521
Income from operations	23,293	15,219
Nonoperating income:		
Unrestricted gifts and bequests	1,619	251
Investment income and other	10,476	27,497
Total nonoperating income	12,095	27,748
Excess of revenues and nonoperating income over expenses	$ 35,388	$ 42,967

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

Years Ended September 30, 2017 and 2016
(In thousands)

	2017	2016
Unrestricted net assets:		
Excess of revenues and nonoperating income over expenses	$ 35,388	$ 42,967
Net unrealized gains (losses) on investments	23,122	(5,098)
Net transfers from affiliates	498	189
Net assets released from restrictions used for purchases of property and equipment	108	1,331
Pension adjustment	13,098	(24,836)
Increase in unrestricted net assets	72,214	14,553
Temporarily restricted net assets:		
Restricted contributions and pledges	1,423	1,539
Restricted investment income	682	2,181
Contributions to affiliates and other community organizations	(163)	(184)
Net unrealized gains (losses) on investments	1,864	(540)
Net assets released from restrictions for operations	(1,191)	(1,232)
Net assets released from restrictions used for purchases of property and equipment	(108)	(1,331)
Increase in temporarily restricted net assets	2,507	433
Permanently restricted net assets:		
Restricted contributions and pledges	126	319
Unrealized gains on trusts administered by others	395	118
Increase in permanently restricted net assets	521	437
Increase in net assets	75,242	15,423
Net assets, beginning of year	298,108	282,685
Net assets, end of year	$373,350	$298,108

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended September 30, 2017 and 2016
(In thousands)

	2017	2016
Cash flows from operating activities:		
Increase in net assets	$ 75,242	$ 15,423
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Restricted contributions and pledges	(1,549)	(1,858)
Depreciation and amortization	24,378	24,535
Net realized and unrealized gains on investments	(29,975)	(19,808)
Bond premium and issuance cost amortization	(75)	(75)
Provision for doubtful accounts	20,018	17,251
Equity in earnings of affiliates, net	(5,812)	(6,170)
Loss on disposal of property and equipment	202	163
Pension adjustment	(13,098)	24,836
Changes in operating assets and liabilities:		
Accounts receivable	(18,669)	(14,840)
Supplies, prepaid expenses and other current assets	(1,610)	1,305
Other assets	(3,702)	2,352
Due from affiliates	28	441
Accounts payable and accrued expenses	(1,411)	362
Accrued compensation and related expenses	2,750	(4,212)
Accrual for estimated third-party payor settlements	4,923	8,136
Accrued pension and other long-term liabilities	(25,624)	(7,266)
Net cash provided by operating activities	26,016	40,575
Cash flows from investing activities:		
Increase in property and equipment, net	(34,132)	(32,533)
Purchases of investments	(66,306)	(120,966)
Proceeds from sales of investments	72,671	113,592
Equity distributions from affiliates	6,310	5,778
Net cash used by investing activities	(21,457)	(34,129)
Cash flows from financing activities:		
Payments on long-term debt	(8,571)	(8,338)
Change in short-term notes payable	(444)	(1,953)
Restricted contributions and pledges	1,700	2,304
Net cash used by financing activities	(7,315)	(7,987)
Net decrease in cash and cash equivalents	(2,756)	(1,541)
Cash and cash equivalents at beginning of year	6,555	8,096
Cash and cash equivalents at end of year	$ 3,799	$ 6,555

Supplemental disclosure:
At September 30, 2017, amounts totaling $10,918 related to the purchase of property and equipment were included in accounts payable and accrued expenses.

See accompanying notes.

1. Description of Organization and Summary of Significant Accounting Policies

Organization

Concord Hospital, Inc., (the Hospital) located in Concord, New Hampshire, is a not-for-profit acute care hospital. The Hospital provides inpatient, outpatient, emergency care and physician services for residents within its geographic region. Admitting physicians are primarily practitioners in the local area. The Hospital is controlled by Capital Region Health Care Corporation (CRHC).

In 1985, the then Concord Hospital underwent a corporate reorganization in which it was renamed and became CRHC. At the same time, the Hospital was formed as a new entity. All assets and liabilities of the former hospital, now CRHC, with the exception of its endowments and restricted funds, were conveyed to the new hospital. The endowments were held by CRHC for the benefit of the Hospital, which is the true party in interest. Effective October 1, 1999, CRHC transferred these funds to the Hospital.

In March 2009, the Hospital created The Concord Hospital Trust (the Trust), a separately incorporated, not-for-profit organization to serve as the Hospital's philanthropic arm. In establishing the Trust, the Hospital transferred philanthropic permanent and temporarily restricted funds, including board designated funds, endowments, indigent care funds and specific purpose funds, to the newly formed organization together with the stewardship responsibility to direct monies available to support the Hospital's charitable mission and reflect the specific intentions of the donors who made these gifts. Concord Hospital and the Trust constitute the Obligated Group at September 30, 2017 and 2016 to certain debt described in Note 6.

Subsidiaries of the Hospital include:

Capital Region Health Care Development Corporation (CRHCDC) is a not-for-profit real estate corporation that owns and operates medical office buildings and other properties.

Capital Region Health Ventures Corporation (CRHVC) is a not-for-profit corporation that engages in health care delivery partnerships and joint ventures. It operates ambulatory surgery and diagnostic facilities in cooperation with other entities.

CH/DHC, Inc. d/b/a Dartmouth-Hitchcock-Concord (CH/DHC) is a not-for-profit corporation that provides clinical medical services through a multi-specialty group practice. CH/DHC was formed under a joint agreement between the Hospital and DH-Concord. The joint agreement terminated effective September 30, 2015.

The Hospital, its subsidiaries and the Trust are collectively referred to as the System. The consolidated financial statements include the accounts of the Hospital, the Trust, CRHCDC, CRHVC and CH/DHC. All significant intercompany balances and transactions have been eliminated in consolidation.

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentration of Credit Risk

Financial instruments which subject the Hospital to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the Hospital's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Hospital's accounts receivable are primarily due from third-party payors and amounts are presented net of expected contractual allowances and uncollectible amounts, including estimated uncollectible amounts from uninsured patients. The Hospital's investment portfolio consists of diversified investments, which are subject to market risk. The Hospital's investment in one fund, the Vanguard Institutional Index Fund, exceeded 10% of total Hospital investments as of September 30, 2017 and 2016.

Cash and Cash Equivalents

Cash and cash equivalents include money market funds and secured repurchase agreements with original maturities of three months or less, excluding assets whose use is limited or restricted.

The Hospital maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Hospital has not experienced any losses on such accounts.

Supplies

Supplies are carried at the lower of cost, determined on a weighted-average method, or net realizable value.

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted include assets held by trustees under workers' compensation reserves and self-insurance escrows, designated assets set aside by the Board of Trustees, over which the Board retains control and may, at its discretion, subsequently use for other purposes, and donor-restricted investments.

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Investments and Investment Income

Investments are carried at fair value in the accompanying consolidated balance sheets. Investment income (including realized gains and losses on investments, interest and dividends) is included in the excess of revenues and nonoperating income over expenses unless the income is restricted by donor or law. Gains and losses on investments are computed on a specific identification basis. Unrealized gains and losses on investments are excluded from the excess of revenues and nonoperating income over expenses unless the investments are classified as trading securities or losses are considered other-than-temporary. Periodically, management reviews investments for which the market value has fallen significantly below cost and recognizes impairment losses where they believe the declines are other-than-temporary.

Beneficial Interest in Perpetual Trusts

The System has an irrevocable right to receive income earned on certain trust assets established for its benefit. Distributions received by the System are unrestricted. The System's interest in the fair value of the trust assets is included in assets whose use is limited and as permanently restricted net assets. Changes in the fair value of beneficial trust assets are reported as increases or decreases to permanently restricted net assets.

Investment Policies

The System's investment policies provide guidance for the prudent and skillful management of invested assets with the objective of preserving capital and maximizing returns. The invested assets include endowment, specific purpose and board designated (unrestricted) funds.

Endowment funds are identified as permanent in nature, intended to provide support for current or future operations and other purposes identified by the donor. These funds are managed with disciplined longer-term investment objectives and strategies designed to accommodate relevant, reasonable, or probable events.

Temporarily restricted funds are temporary in nature, restricted as to time or purpose as identified by the donor or grantor. These funds have various intermediate/long-term time horizons associated with specific identified spending objectives.

Board designated funds have various intermediate/long-term time horizons associated with specific spending objectives as determined by the Board of Trustees.

Management of these assets is designed to increase, with minimum risk, the inflation adjusted principal and income of the endowment funds over the long term. The System targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Spending Policy for Appropriation of Assets for Expenditure

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), the System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Spending policies may be adopted by the System, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The System has a current spending policy on various funds currently equivalent to 5% of twelve-quarter moving average of the funds' total market value.

Accounts Receivable and the Allowance for Doubtful Accounts

Accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectibility of accounts receivable, the System analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for doubtful accounts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with services provided to patients who have third-party coverage, the System analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for doubtful accounts, if necessary (for example, for expected uncollectible deductibles and copayments on accounts for which the third-party payor has not yet paid, or for payors who are known to be having financial difficulties that make the realization of amounts due unlikely). For receivables associated with self-pay patients (which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill), the System records a provision for doubtful accounts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates (or the discounted rates if negotiated) and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

The System's allowance for doubtful accounts for self-pay patients represented 71% and 70% of self-pay accounts receivable at September 30, 2017 and 2016, respectively. The total provision for the allowance for doubtful accounts was $20,018 and $17,251 for the years ended September 30, 2017 and 2016, respectively. The System also allocates a portion of the allowance and provision for doubtful accounts to charity care, which is not recorded as revenue. The System's self-pay bad debt writeoffs decreased $1,345, from $22,132 in 2016 to $20,787 in 2017. The decrease in bad debt writeoffs between 2017 and 2016 was primarily a result of certain shifts in payor mix.

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Property and Equipment

Property and equipment is stated at cost at time of purchase, or at fair value at time of donation for assets contributed, less any reductions in carrying value for impairment and less accumulated depreciation. The System's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the lives of the related assets. Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the related assets over their estimated useful lives. For the years ended September 30, 2017 and 2016, depreciation expense was $24,378 and $24,535, respectively.

The System has also capitalized certain costs associated with property and equipment not yet in service. Construction in progress includes amounts incurred related to major construction projects, other renovations, and other capital equipment purchased but not yet placed in service. During 2017, the Hospital capitalized $509 of interest expense relating to various construction projects. There was no interest capitalized during 2016. At September 30, 2017, the Hospital has outstanding construction commitments totaling approximately $70.5 million for a new parking garage, utility work and medical office building. Construction is expected to begin in the Spring of 2018.

Gifts of long-lived assets such as land, buildings or equipment are reported as unrestricted support, and are excluded from the excess of revenues and nonoperating income over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used, and gifts of cash or other assets that must be used to acquire long-lived assets, are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized as the grant expenditures are incurred.

Bond Issuance Costs/Original Issue Discount or Premium

Bond issuance costs incurred to obtain financing for construction and renovation projects and the original issue discount or premium are amortized to interest expense using the straight-line method, which approximates the effective interest method, over the life of the respective bonds. The original issue discount or premium and bond issuance costs are presented as a component of bonds payable.

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Charity Care

The System provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates (Note 11). Because the System does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The System determines the costs associated with providing charity care by calculating a ratio of cost to gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. Funds received from gifts and grants to subsidize charity services provided for the years ended September 30, 2017 and 2016 were approximately $278 and $330, respectively.

Temporarily and Permanently Restricted Net Assets

Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported as either net assets released from restrictions for operations (for noncapital related items) or as net assets released from restrictions used for purchases of property and equipment (capital related items). Permanently restricted net assets have been restricted by donors to be maintained in perpetuity.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

Net Patient Service Revenue

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, per diem payments and fee schedules. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined. Changes in these estimates are reflected in the financial statements in the year in which they occur. For the years ended September 30, 2017 and 2016, net patient service revenue in the accompanying consolidated statements of operations increased (decreased) by approximately $1,300 and $(500), respectively, due to actual settlements and changes in assumptions underlying estimated future third-party settlements.

Revenues from the Medicare and Medicaid programs accounted for approximately 32% and 5% and 31% and 6% of the Hospital's net patient service revenue for the years ended September 30, 2017 and 2016, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation.

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

The Hospital recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. For uninsured patients, the Hospital provides a discount approximately equal to that of its largest private insurance payors. On the basis of historical experience, a significant portion of the Hospital's uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Hospital records a significant provision for doubtful accounts related to uninsured patients in the period the services are provided.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets to the System are reported at fair value at the date the promise is received. Conditional promises to give and intentions to give are reported at fair value at the date the condition is met. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets.

Excess of Revenues and Nonoperating Income Over Expenses

The System has deemed all activities as ongoing, major or central to the provision of health care services and, accordingly, they are reported as operating revenue and expenses, except for unrestricted contributions and pledges, the related philanthropy expenses and investment income which are recorded as nonoperating income.

The consolidated statements of operations also include excess of revenues and nonoperating income over expenses. Changes in unrestricted net assets which are excluded from excess of revenues and nonoperating income over expenses, consistent with industry practice, include the change in net unrealized gains and losses on investments other than trading securities or losses considered other than temporary, permanent transfers of assets to and from affiliates for other than goods and services, pension liability adjustments and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

Estimated Workers' Compensation and Health Care Claims

The provision for estimated workers' compensation and health care claims includes estimates of the ultimate costs for both reported claims and claims incurred but not reported.

Income Taxes

The Hospital, CRHCDC, CRHVC, CH/DHC and the Trust are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code, and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the System's tax positions and concluded the System has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements.

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Advertising Costs

The System expenses advertising costs as incurred, and such costs totaled approximately $217 and $200 for the years ended September 30, 2017 and 2016, respectively.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued ASU No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the System expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. ASU 2014-09 is effective for the System on October 1, 2018. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. The System is evaluating the impact that ASU 2014-09 will have on its consolidated financial statements and related disclosures.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the System on October 1, 2019, with early adoption permitted. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The System is currently evaluating the impact of the pending adoption of ASU 2016-02 on the System's consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-14, *Presentation of Financial Statements for Not-for-Profit Entities (Topic 958)* (ASU 2016-14). Under ASU 2016-14, the existing three-category classification of net assets (i.e., unrestricted, temporarily restricted and permanently restricted) will be replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions". ASU 2016-14 also enhances certain disclosures regarding board designations, donor restrictions and qualitative information regarding management of liquid resources. In addition to reporting expenses by functional classifications, ASU 2016-14 will also require the financial statements to provide information about expenses by their nature, along with enhanced disclosures about the methods used to allocate costs among program and support functions. ASU 2016-14 is effective for the System's fiscal year ending September 30, 2019, with early adoption permitted. The System is currently evaluating the impact of the pending adoption of ASU 2016-14 on the System's consolidated financial statements.

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force)* (ASU 2016-18), which provides guidance on the presentation of restricted cash or restricted cash equivalents in the statement of cash flows. ASU 2016-18 will be effective for the System's fiscal year ended September 30, 2019, and early adoption is permitted. ASU 2016-18 must be applied using a retrospective transition method. The System is currently evaluating the impact of the adoption of this guidance on its consolidated financial statements.

In March 2017, the FASB issued ASU No. 2017-07, *Compensation — Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost* (ASU 2017-07). ASU 2017-07 will require that an employer report the service cost component of net periodic pension cost in the same line item as other compensation costs arising from services rendered by employees during the period. The other components of net periodic pension cost are required to be presented in the income statement separately and outside a subtotal of income from operations, if one is presented. ASU 2017-07 is effective for the System on October 1, 2018, with early adoption permitted. The System is currently evaluating the impact of the pending adoption of ASU 2017-07 on its consolidated financial statements.

Subsequent Events

Management of the System evaluated events occurring between the end of the System's fiscal year and December 1, 2017, the date the consolidated financial statements were available to be issued.

2. Transactions With Affiliates

The System provides funds to CRHC and its affiliates which are used for a variety of purposes. The System records the transfer of funds to CRHC and the other affiliates as either receivables or directly against net assets, depending on the intended use and repayment requirements of the funds. Generally, funds transferred for start-up costs of new ventures or capital related expenditures are recorded as charges against net assets. For the years ended September 30, 2017 and 2016, transfers made to CRHC were $(114) and $(129), respectively, and transfers received from Capital Region Health Services Corporation (CRHSC) were $612 and $318, respectively.

A brief description of affiliated entities is as follows:

- CRHSC is a for-profit provider of health care services, including an eye surgery center and assisted living facility.
- Concord Regional Visiting Nurse Association, Inc. and Subsidiary (CRVNA) provides home health care services.
- Riverbend, Inc. provides behavioral health services.

2. Transactions With Affiliates (Continued)

Amounts due the System, primarily from joint ventures, totaled $1,857 and $1,885 at September 30, 2017 and 2016, respectively. Amounts have been classified as current or long-term depending on the intentions of the parties involved. Beginning in 1999, the Hospital began charging interest on a portion of the receivables ($810 and $851 at September 30, 2017 and 2016, respectively) with principal and interest (6.75% at September 30, 2017) payments due monthly. Interest income amounted to $52 and $59 for the years ended September 30, 2017 and 2016, respectively.

Contributions to affiliates and other community organizations from temporarily restricted net assets were $163 and $184 in 2017 and 2016, respectively.

3. Investments and Assets Whose Use is Limited or Restricted

Short-term investments totaling $7,552 and $19,512 at September 30, 2017 and 2016, respectively, are comprised primarily of cash and cash equivalents. Assets whose use is limited or restricted are carried at fair value and consist of the following at September 30:

	2017	2016
Board designated funds:		
Cash and cash equivalents	$ 3,582	$ 625
Fixed income securities	22,805	25,139
Marketable equity and other securities	243,906	214,931
Inflation-protected securities	20,393	19,592
	290,686	260,287
Held by trustee for workers' compensation reserves:		
Fixed income securities	4,120	4,024
Health insurance and other escrow funds:		
Cash and cash equivalents	1,740	1,682
Fixed income securities	2,209	1,783
Marketable equity securities	8,446	6,839
	12,395	10,304
Donor-restricted funds and restricted grants:		
Cash and cash equivalents	5,937	5,189
Fixed income securities	1,848	2,075
Marketable equity securities	19,769	17,739
Inflation-protected securities	1,654	1,615
Trust funds administered by others	11,002	10,607
Other	140	292
	40,350	37,517
	$347,551	$312,132

3. Investments and Assets Whose Use is Limited or Restricted (Continued)

Included in marketable equity and other securities above are $173,052 and $133,944 at September 30, 2017 and 2016, respectively, in so called alternative investments and collective trust funds. See also Note 14.

Investment income, net realized gains and losses and net unrealized gains and losses on assets whose use is limited or restricted, cash and cash equivalents, and other investments are as follows at September 30:

	2017	2016
Unrestricted net assets:		
Interest and dividends	$ 4,466	$ 3,505
Investment income from trust funds administered by others	494	567
Net realized gains on sales of investments	4,255	23,408
	9,215	27,480
Restricted net assets:		
Interest and dividends	343	261
Net realized gains on sales of investments	339	1,920
	682	2,181
	$ 9,897	$ 29,661
Net unrealized gains (losses) on investments:		
Unrestricted net assets	$23,122	$ (5,098)
Temporarily restricted net assets	1,864	(540)
Permanently restricted net assets	395	118
	$25,381	$ (5,520)

In compliance with the System's spending policy, portions of investment income and related fees are recognized in other operating revenue on the accompanying consolidated statements of operations. Investment income reflected in other operating revenue was $1,655 and $1,695 in 2017 and 2016, respectively.

Investment management fees expensed and reflected in nonoperating income were $851 and $858 for the years ended September 30, 2017 and 2016, respectively.

3. Investments and Assets Whose Use is Limited or Restricted (Continued)

The following summarizes the Hospital's gross unrealized losses and fair values, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position at September 30, 2017 and 2016:

	Less Than 12 Months		12 Months or Longer		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
2017						
Marketable equity securities	$36,725	$ (740)	$13,064	$ (6,119)	$49,789	$ (6,859)
Fund-of-funds	22,720	(332)	–	–	22,720	(332)
Collective trust funds	5,906	(94)	–	–	5,906	(94)
	$65,351	$(1,166)	$13,064	$ (6,119)	$78,415	$ (7,285)
2016						
Marketable equity securities	$ 1,830	$ (86)	$26,503	$ (9,538)	$28,333	$ (9,624)
Fund-of-funds	7,785	(215)	15,822	(990)	23,607	(1,205)
Collective trust funds	–	–	18,156	(1,713)	18,156	(1,713)
	$ 9,615	$ (301)	$60,481	$(12,241)	$70,096	$(12,542)

In evaluating whether investments have suffered an other-than-temporary decline, based on input from outside investment advisors, management evaluated the amount of the decline compared to cost, the length of time and extent to which fair value has been less than cost, the underlying creditworthiness of the issuer, the fair values exhibited during the year, estimated future fair values and the System's intent and ability to hold the security until a recovery in fair value or maturity. Based on evaluations of the underlying issuers' financial condition, current trends and economic conditions, management believes there are no securities that have suffered an other-than-temporary decline in value at September 30, 2017 and 2016.

4. Defined Benefit Pension Plan

The System has a noncontributory defined benefit pension plan (the Plan), covering all eligible employees of the System and subsidiaries. The Plan provides benefits based on an employee's years of service, age and the employee's compensation over those years. The System's funding policy is to contribute annually the amount needed to meet or exceed actuarially determined minimum funding requirements of the *Employee Retirement Income Security Act of 1974* (ERISA).

The System accounts for its defined benefit pension plan under ASC 715, *Compensation Retirement Benefits*. This Statement requires entities to recognize an asset or liability for the overfunded or underfunded status of their benefit plans in their financial statements.

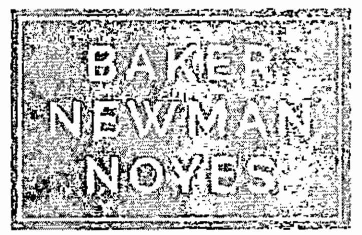
4. Defined Benefit Pension Plan (Continued)

The following table summarizes the Plan's funded status at September 30, 2017 and 2016:

	2017	2016
Funded status:		
Fair value of plan assets	$ 233,739	$ 185,404
Projected benefit obligation	(277,075)	(270,534)
	$ (43,336)	$ (85,130)
Activities for the year consist of:		
Benefit payments and administrative expenses	$ 16,256	$ 9,230
Net periodic benefit cost	14,283	12,460

The table below presents details about the System's defined benefit pension plan, including its funded status, components of net periodic benefit cost, and certain assumptions used in determining the funded status and cost:

	2017	2016
Change in benefit obligation:		
Benefit obligation at beginning of year	$270,534	$229,888
Service cost	10,510	9,836
Interest cost	10,662	10,761
Actuarial loss	1,625	29,279
Benefit payments and administrative expenses	(16,256)	(9,230)
Benefit obligation at end of year	$277,075	$270,534
Change in plan assets:		
Fair value of plan assets at beginning of year	$185,404	$165,053
Actual return on plan assets	21,591	12,581
Employer contributions	43,000	17,000
Benefit payments and administrative expenses	(16,256)	(9,230)
Fair value of plan assets at end of year	$233,739	$185,404
Funded status and amount recognized in noncurrent liabilities at September 30	$(43,336)	$(85,130)



Concord Hospital, Inc. and Subsidiaries

Audited Consolidated Financial Statements and Additional Information

Years Ended September 30, 2017 and 2016
With Independent Auditors' Report

Baker Newman & Noyes LLC
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CONCORD HOSPITAL, INC. AND SUBSIDIARIES

Audited Consolidated Financial Statements
and Additional Information

Years Ended September 30, 2017 and 2016

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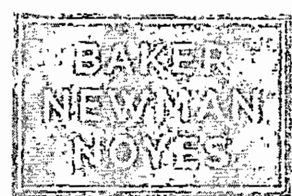

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INDEPENDENT AUDITORS' REPORT

The Board of Trustees
Concord Hospital, Inc.

We have audited the accompanying consolidated financial statements of Concord Hospital, Inc. and Subsidiaries (the System), which comprise the consolidated balance sheets as of September 30, 2017 and 2016, and the related consolidated statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the System as of September 30, 2017 and 2016, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 1, 2017

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

September 30, 2017 and 2016

ASSETS
(In thousands)

	2017	2016
Current assets:		
Cash and cash equivalents	$ 3,799	$ 6,555
Short-term investments	7,552	19,512
Accounts receivable, less allowance for doubtful accounts of $11,234 in 2017 and $9,858 in 2016	51,344	52,693
Due from affiliates	634	270
Supplies	1,777	1,262
Prepaid expenses and other current assets	5,855	4,760
Total current assets	70,961	85,052
Assets whose use is limited or restricted:		
Board designated	290,686	260,287
Funds held by trustee for workers' compensation reserves and self-insurance escrows	16,515	14,328
Donor-restricted funds and restricted grants	40,350	37,517
Total assets whose use is limited or restricted	347,551	312,132
Other noncurrent assets:		
Due from affiliates, net of current portion	1,223	1,615
Other assets	15,052	11,848
Total other noncurrent assets	16,275	13,463
Property and equipment:		
Land and land improvements	6,426	7,003
Buildings	190,585	179,824
Equipment	246,586	235,334
Construction in progress	38,725	16,413
	482,322	438,574
Less accumulated depreciation	(305,312)	(282,034)
Net property and equipment	177,010	156,540
	$ 611,797	$ 567,187

LIABILITIES AND NET ASSETS
(In thousands)

	2017	2016
Current liabilities:		
Short-term notes payable	$ 15	$ 459
Accounts payable and accrued expenses	39,611	30,104
Accrued compensation and related expenses	25,580	22,830
Accrual for estimated third-party payor settlements	27,382	22,459
Current portion of long-term debt	8,822	8,570
Total current liabilities	101,410	84,422
Long-term debt, net of current portion	76,501	85,399
Accrued pension and other long-term liabilities	60,536	99,258
Total liabilities	238,447	269,079
Net assets:		
Unrestricted	335,148	262,934
Temporarily restricted	17,800	15,293
Permanently restricted	20,402	19,881
Total net assets	373,350	298,108
	$ 611,797	$ 567,187

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended September 30, 2017 and 2016
(In thousands)

	2017	2016
Unrestricted revenue and other support:		
Net patient service revenue, net of contractual allowances and discounts	$468,347	$434,961
Provision for doubtful accounts	(20,018)	(17,251)
Net patient service revenue less provision for doubtful accounts	448,329	417,710
Other revenue	19,350	20,998
Disproportionate share revenue	12,717	7,800
Net assets released from restrictions for operations	1,191	1,232
Total unrestricted revenue and other support	481,587	447,740
Operating expenses:		
Salaries and wages	220,255	208,274
Employee benefits	56,889	55,298
Supplies and other	95,948	87,060
Purchased services	32,373	29,297
Professional fees	5,222	4,678
Depreciation and amortization	24,378	24,535
Medicaid enhancement tax	20,311	19,679
Interest expense	2,918	3,700
Total operating expenses	458,294	432,521
Income from operations	23,293	15,219
Nonoperating income:		
Unrestricted gifts and bequests	1,619	251
Investment income and other	10,476	27,497
Total nonoperating income	12,095	27,748
Excess of revenues and nonoperating income over expenses	$ 35,388	$ 42,967

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS

Years Ended September 30, 2017 and 2016
(In thousands)

	2017	2016
Unrestricted net assets:		
Excess of revenues and nonoperating income over expenses	$ 35,388	$ 42,967
Net unrealized gains (losses) on investments	23,122	(5,098)
Net transfers from affiliates	498	189
Net assets released from restrictions used for purchases of property and equipment	108	1,331
Pension adjustment	13,098	(24,836)
Increase in unrestricted net assets	72,214	14,553
Temporarily restricted net assets:		
Restricted contributions and pledges	1,423	1,539
Restricted investment income	682	2,181
Contributions to affiliates and other community organizations	(163)	(184)
Net unrealized gains (losses) on investments	1,864	(540)
Net assets released from restrictions for operations	(1,191)	(1,232)
Net assets released from restrictions used for purchases of property and equipment	(108)	(1,331)
Increase in temporarily restricted net assets	2,507	433
Permanently restricted net assets:		
Restricted contributions and pledges	126	319
Unrealized gains on trusts administered by others	395	118
Increase in permanently restricted net assets	521	437
Increase in net assets	75,242	15,423
Net assets, beginning of year	298,108	282,685
Net assets, end of year	$373,350	$298,108

See accompanying notes.

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended September 30, 2017 and 2016
(In thousands)

	2017	2016
Cash flows from operating activities:		
Increase in net assets	$ 75,242	$ 15,423
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Restricted contributions and pledges	(1,549)	(1,858)
Depreciation and amortization	24,378	24,535
Net realized and unrealized gains on investments	(29,975)	(19,808)
Bond premium and issuance cost amortization	(75)	(75)
Provision for doubtful accounts	20,018	17,251
Equity in earnings of affiliates, net	(5,812)	(6,170)
Loss on disposal of property and equipment	202	163
Pension adjustment	(13,098)	24,836
Changes in operating assets and liabilities:		
Accounts receivable	(18,669)	(14,840)
Supplies, prepaid expenses and other current assets	(1,610)	1,305
Other assets	(3,702)	2,352
Due from affiliates	28	441
Accounts payable and accrued expenses	(1,411)	362
Accrued compensation and related expenses	2,750	(4,212)
Accrual for estimated third-party payor settlements	4,923	8,136
Accrued pension and other long-term liabilities	(25,624)	(7,266)
Net cash provided by operating activities	26,016	40,575
Cash flows from investing activities:		
Increase in property and equipment, net	(34,132)	(32,533)
Purchases of investments	(66,306)	(120,966)
Proceeds from sales of investments	72,671	113,592
Equity distributions from affiliates	6,310	5,778
Net cash used by investing activities	(21,457)	(34,129)
Cash flows from financing activities:		
Payments on long-term debt	(8,571)	(8,338)
Change in short-term notes payable	(444)	(1,953)
Restricted contributions and pledges	1,700	2,304
Net cash used by financing activities	(7,315)	(7,987)
Net decrease in cash and cash equivalents	(2,756)	(1,541)
Cash and cash equivalents at beginning of year	6,555	8,096
Cash and cash equivalents at end of year	$ 3,799	$ 6,555

Supplemental disclosure:
At September 30, 2017, amounts totaling $10,918 related to the purchase of property and equipment were included in accounts payable and accrued expenses.

See accompanying notes.

1. Description of Organization and Summary of Significant Accounting Policies

Organization

Concord Hospital, Inc., (the Hospital) located in Concord, New Hampshire, is a not-for-profit acute care hospital. The Hospital provides inpatient, outpatient, emergency care and physician services for residents within its geographic region. Admitting physicians are primarily practitioners in the local area. The Hospital is controlled by Capital Region Health Care Corporation (CRHC).

In 1985, the then Concord Hospital underwent a corporate reorganization in which it was renamed and became CRHC. At the same time, the Hospital was formed as a new entity. All assets and liabilities of the former hospital, now CRHC, with the exception of its endowments and restricted funds, were conveyed to the new hospital. The endowments were held by CRHC for the benefit of the Hospital, which is the true party in interest. Effective October 1, 1999, CRHC transferred these funds to the Hospital.

In March 2009, the Hospital created The Concord Hospital Trust (the Trust), a separately incorporated, not-for-profit organization to serve as the Hospital's philanthropic arm. In establishing the Trust, the Hospital transferred philanthropic permanent and temporarily restricted funds, including board designated funds, endowments, indigent care funds and specific purpose funds, to the newly formed organization together with the stewardship responsibility to direct monies available to support the Hospital's charitable mission and reflect the specific intentions of the donors who made these gifts. Concord Hospital and the Trust constitute the Obligated Group at September 30, 2017 and 2016 to certain debt described in Note 6.

Subsidiaries of the Hospital include:

Capital Region Health Care Development Corporation (CRHCDC) is a not-for-profit real estate corporation that owns and operates medical office buildings and other properties.

Capital Region Health Ventures Corporation (CRHVC) is a not-for-profit corporation that engages in health care delivery partnerships and joint ventures. It operates ambulatory surgery and diagnostic facilities in cooperation with other entities.

CH/DHC, Inc. d/b/a Dartmouth-Hitchcock-Concord (CH/DHC) is a not-for-profit corporation that provides clinical medical services through a multi-specialty group practice. CH/DHC was formed under a joint agreement between the Hospital and DH-Concord. The joint agreement terminated effective September 30, 2015.

The Hospital, its subsidiaries and the Trust are collectively referred to as the System. The consolidated financial statements include the accounts of the Hospital, the Trust, CRHCDC, CRHVC and CH/DHC. All significant intercompany balances and transactions have been eliminated in consolidation.

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Concentration of Credit Risk

Financial instruments which subject the Hospital to credit risk consist primarily of cash equivalents, accounts receivable and investments. The risk with respect to cash equivalents is minimized by the Hospital's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Hospital's accounts receivable are primarily due from third-party payors and amounts are presented net of expected contractual allowances and uncollectible amounts, including estimated uncollectible amounts from uninsured patients. The Hospital's investment portfolio consists of diversified investments, which are subject to market risk. The Hospital's investment in one fund, the Vanguard Institutional Index Fund, exceeded 10% of total Hospital investments as of September 30, 2017 and 2016.

Cash and Cash Equivalents

Cash and cash equivalents include money market funds and secured repurchase agreements with original maturities of three months or less, excluding assets whose use is limited or restricted.

The Hospital maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Hospital has not experienced any losses on such accounts.

Supplies

Supplies are carried at the lower of cost, determined on a weighted-average method, or net realizable value.

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted include assets held by trustees under workers' compensation reserves and self-insurance escrows, designated assets set aside by the Board of Trustees, over which the Board retains control and may, at its discretion, subsequently use for other purposes, and donor-restricted investments.

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Investments and Investment Income

Investments are carried at fair value in the accompanying consolidated balance sheets. Investment income (including realized gains and losses on investments, interest and dividends) is included in the excess of revenues and nonoperating income over expenses unless the income is restricted by donor or law. Gains and losses on investments are computed on a specific identification basis. Unrealized gains and losses on investments are excluded from the excess of revenues and nonoperating income over expenses unless the investments are classified as trading securities or losses are considered other-than-temporary. Periodically, management reviews investments for which the market value has fallen significantly below cost and recognizes impairment losses where they believe the declines are other-than-temporary.

Beneficial Interest in Perpetual Trusts

The System has an irrevocable right to receive income earned on certain trust assets established for its benefit. Distributions received by the System are unrestricted. The System's interest in the fair value of the trust assets is included in assets whose use is limited and as permanently restricted net assets. Changes in the fair value of beneficial trust assets are reported as increases or decreases to permanently restricted net assets.

Investment Policies

The System's investment policies provide guidance for the prudent and skillful management of invested assets with the objective of preserving capital and maximizing returns. The invested assets include endowment, specific purpose and board designated (unrestricted) funds.

Endowment funds are identified as permanent in nature, intended to provide support for current or future operations and other purposes identified by the donor. These funds are managed with disciplined longer-term investment objectives and strategies designed to accommodate relevant, reasonable, or probable events.

Temporarily restricted funds are temporary in nature, restricted as to time or purpose as identified by the donor or grantor. These funds have various intermediate/long-term time horizons associated with specific identified spending objectives.

Board designated funds have various intermediate/long-term time horizons associated with specific spending objectives as determined by the Board of Trustees.

Management of these assets is designed to increase, with minimum risk, the inflation adjusted principal and income of the endowment funds over the long term. The System targets a diversified asset allocation that places emphasis on achieving its long-term return objectives within prudent risk constraints.

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Spending Policy for Appropriation of Assets for Expenditure

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), the System considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Spending policies may be adopted by the System, from time to time, to provide a stream of funding for the support of key programs. The spending policies are structured in a manner to ensure that the purchasing power of the assets is maintained while providing the desired level of annual funding to the programs. The System has a current spending policy on various funds currently equivalent to 5% of twelve-quarter moving average of the funds' total market value.

Accounts Receivable and the Allowance for Doubtful Accounts

Accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectibility of accounts receivable, the System analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for doubtful accounts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with services provided to patients who have third-party coverage, the System analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for doubtful accounts, if necessary (for example, for expected uncollectible deductibles and copayments on accounts for which the third-party payor has not yet paid, or for payors who are known to be having financial difficulties that make the realization of amounts due unlikely). For receivables associated with self-pay patients (which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill), the System records a provision for doubtful accounts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates (or the discounted rates if negotiated) and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

The System's allowance for doubtful accounts for self-pay patients represented 71% and 70% of self-pay accounts receivable at September 30, 2017 and 2016, respectively. The total provision for the allowance for doubtful accounts was $20,018 and $17,251 for the years ended September 30, 2017 and 2016, respectively. The System also allocates a portion of the allowance and provision for doubtful accounts to charity care, which is not recorded as revenue. The System's self-pay bad debt writeoffs decreased $1,345, from $22,132 in 2016 to $20,787 in 2017. The decrease in bad debt writeoffs between 2017 and 2016 was primarily a result of certain shifts in payor mix.

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Property and Equipment

Property and equipment is stated at cost at time of purchase, or at fair value at time of donation for assets contributed, less any reductions in carrying value for impairment and less accumulated depreciation. The System's policy is to capitalize expenditures for major improvements and charge maintenance and repairs currently for expenditures which do not extend the lives of the related assets. Depreciation is computed using the straight-line method in a manner intended to amortize the cost of the related assets over their estimated useful lives. For the years ended September 30, 2017 and 2016, depreciation expense was $24,378 and $24,535, respectively.

The System has also capitalized certain costs associated with property and equipment not yet in service. Construction in progress includes amounts incurred related to major construction projects, other renovations, and other capital equipment purchased but not yet placed in service. During 2017, the Hospital capitalized $509 of interest expense relating to various construction projects. There was no interest capitalized during 2016. At September 30, 2017, the Hospital has outstanding construction commitments totaling approximately $70.5 million for a new parking garage, utility work and medical office building. Construction is expected to begin in the Spring of 2018.

Gifts of long-lived assets such as land, buildings or equipment are reported as unrestricted support, and are excluded from the excess of revenues and nonoperating income over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used, and gifts of cash or other assets that must be used to acquire long-lived assets, are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized as the grant expenditures are incurred.

Bond Issuance Costs/Original Issue Discount or Premium

Bond issuance costs incurred to obtain financing for construction and renovation projects and the original issue discount or premium are amortized to interest expense using the straight-line method, which approximates the effective interest method, over the life of the respective bonds. The original issue discount or premium and bond issuance costs are presented as a component of bonds payable.

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Charity Care

The System provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates (Note 11). Because the System does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The System determines the costs associated with providing charity care by calculating a ratio of cost to gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. Funds received from gifts and grants to subsidize charity services provided for the years ended September 30, 2017 and 2016 were approximately $278 and $330, respectively.

Temporarily and Permanently Restricted Net Assets

Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported as either net assets released from restrictions for operations (for noncapital related items) or as net assets released from restrictions used for purchases of property and equipment (capital related items). Permanently restricted net assets have been restricted by donors to be maintained in perpetuity.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

Net Patient Service Revenue

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, per diem payments and fee schedules. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined. Changes in these estimates are reflected in the financial statements in the year in which they occur. For the years ended September 30, 2017 and 2016, net patient service revenue in the accompanying consolidated statements of operations increased (decreased) by approximately $1,300 and $(500), respectively, due to actual settlements and changes in assumptions underlying estimated future third-party settlements.

Revenues from the Medicare and Medicaid programs accounted for approximately 32% and 5% and 31% and 6% of the Hospital's net patient service revenue for the years ended September 30, 2017 and 2016, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation.

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

The Hospital recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. For uninsured patients, the Hospital provides a discount approximately equal to that of its largest private insurance payors. On the basis of historical experience, a significant portion of the Hospital's uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Hospital records a significant provision for doubtful accounts related to uninsured patients in the period the services are provided.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets to the System are reported at fair value at the date the promise is received. Conditional promises to give and intentions to give are reported at fair value at the date the condition is met. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets.

Excess of Revenues and Nonoperating Income Over Expenses

The System has deemed all activities as ongoing, major or central to the provision of health care services and, accordingly, they are reported as operating revenue and expenses, except for unrestricted contributions and pledges, the related philanthropy expenses and investment income which are recorded as nonoperating income.

The consolidated statements of operations also include excess of revenues and nonoperating income over expenses. Changes in unrestricted net assets which are excluded from excess of revenues and nonoperating income over expenses, consistent with industry practice, include the change in net unrealized gains and losses on investments other than trading securities or losses considered other than temporary, permanent transfers of assets to and from affiliates for other than goods and services, pension liability adjustments and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

Estimated Workers' Compensation and Health Care Claims

The provision for estimated workers' compensation and health care claims includes estimates of the ultimate costs for both reported claims and claims incurred but not reported.

Income Taxes

The Hospital, CRHCDC, CRHVC, CH/DHC and the Trust are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code, and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Management evaluated the System's tax positions and concluded the System has maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements.

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

Advertising Costs

The System expenses advertising costs as incurred, and such costs totaled approximately $217 and $200 for the years ended September 30, 2017 and 2016, respectively.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued ASU No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the System expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance in U.S. GAAP when it becomes effective. ASU 2014-09 is effective for the System on October 1, 2018. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. The System is evaluating the impact that ASU 2014-09 will have on its consolidated financial statements and related disclosures.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the System on October 1, 2019, with early adoption permitted. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The System is currently evaluating the impact of the pending adoption of ASU 2016-02 on the System's consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-14, *Presentation of Financial Statements for Not-for-Profit Entities (Topic 958)* (ASU 2016-14). Under ASU 2016-14, the existing three-category classification of net assets (i.e., unrestricted, temporarily restricted and permanently restricted) will be replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions". ASU 2016-14 also enhances certain disclosures regarding board designations, donor restrictions and qualitative information regarding management of liquid resources. In addition to reporting expenses by functional classifications, ASU 2016-14 will also require the financial statements to provide information about expenses by their nature, along with enhanced disclosures about the methods used to allocate costs among program and support functions. ASU 2016-14 is effective for the System's fiscal year ending September 30, 2019, with early adoption permitted. The System is currently evaluating the impact of the pending adoption of ASU 2016-14 on the System's consolidated financial statements.

1. Description of Organization and Summary of Significant Accounting Policies (Continued)

In November 2016, the FASB issued ASU No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force)* (ASU 2016-18), which provides guidance on the presentation of restricted cash or restricted cash equivalents in the statement of cash flows. ASU 2016-18 will be effective for the System's fiscal year ended September 30, 2019, and early adoption is permitted. ASU 2016-18 must be applied using a retrospective transition method. The System is currently evaluating the impact of the adoption of this guidance on its consolidated financial statements.

In March 2017, the FASB issued ASU No. 2017-07, *Compensation — Retirement Benefits (Topic 715): Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost* (ASU 2017-07). ASU 2017-07 will require that an employer report the service cost component of net periodic pension cost in the same line item as other compensation costs arising from services rendered by employees during the period. The other components of net periodic pension cost are required to be presented in the income statement separately and outside a subtotal of income from operations, if one is presented. ASU 2017-07 is effective for the System on October 1, 2018, with early adoption permitted. The System is currently evaluating the impact of the pending adoption of ASU 2017-07 on its consolidated financial statements.

Subsequent Events

Management of the System evaluated events occurring between the end of the System's fiscal year and December 1, 2017, the date the consolidated financial statements were available to be issued.

2. Transactions With Affiliates

The System provides funds to CRHC and its affiliates which are used for a variety of purposes. The System records the transfer of funds to CRHC and the other affiliates as either receivables or directly against net assets, depending on the intended use and repayment requirements of the funds. Generally, funds transferred for start-up costs of new ventures or capital related expenditures are recorded as charges against net assets. For the years ended September 30, 2017 and 2016, transfers made to CRHC were $(114) and $(129), respectively, and transfers received from Capital Region Health Services Corporation (CRHSC) were $612 and $318, respectively.

A brief description of affiliated entities is as follows:

- CRHSC is a for-profit provider of health care services, including an eye surgery center and assisted living facility.
- Concord Regional Visiting Nurse Association, Inc. and Subsidiary (CRVNA) provides home health care services.
- Riverbend, Inc. provides behavioral health services.

2. Transactions With Affiliates (Continued)

Amounts due the System, primarily from joint ventures, totaled $1,857 and $1,885 at September 30, 2017 and 2016, respectively. Amounts have been classified as current or long-term depending on the intentions of the parties involved. Beginning in 1999, the Hospital began charging interest on a portion of the receivables ($810 and $851 at September 30, 2017 and 2016, respectively) with principal and interest (6.75% at September 30, 2017) payments due monthly. Interest income amounted to $52 and $59 for the years ended September 30, 2017 and 2016, respectively.

Contributions to affiliates and other community organizations from temporarily restricted net assets were $163 and $184 in 2017 and 2016, respectively.

3. Investments and Assets Whose Use is Limited or Restricted

Short-term investments totaling $7,552 and $19,512 at September 30, 2017 and 2016, respectively, are comprised primarily of cash and cash equivalents. Assets whose use is limited or restricted are carried at fair value and consist of the following at September 30:

	2017	2016
Board designated funds:		
Cash and cash equivalents	$ 3,582	$ 625
Fixed income securities	22,805	25,139
Marketable equity and other securities	243,906	214,931
Inflation-protected securities	20,393	19,592
	290,686	260,287
Held by trustee for workers' compensation reserves:		
Fixed income securities	4,120	4,024
Health insurance and other escrow funds:		
Cash and cash equivalents	1,740	1,682
Fixed income securities	2,209	1,783
Marketable equity securities	8,446	6,839
	12,395	10,304
Donor-restricted funds and restricted grants:		
Cash and cash equivalents	5,937	5,189
Fixed income securities	1,848	2,075
Marketable equity securities	19,769	17,739
Inflation-protected securities	1,654	1,615
Trust funds administered by others	11,002	10,607
Other	140	292
	40,350	37,517
	$347,551	$312,132

3. Investments and Assets Whose Use is Limited or Restricted (Continued)

Included in marketable equity and other securities above are $173,052 and $133,944 at September 30, 2017 and 2016, respectively, in so called alternative investments and collective trust funds. See also Notc 14.

Investment income, net realized gains and losses and net unrealized gains and losses on assets whose use is limited or restricted, cash and cash equivalents, and other investments are as follows at September 30:

	2017	2016
Unrestricted net assets:		
Interest and dividends	$ 4,466	$ 3,505
Investment income from trust funds administered by others	494	567
Net realized gains on sales of investments	4,255	23,408
	9,215	27,480
Restricted net assets:		
Interest and dividends	343	261
Net realized gains on sales of investments	339	1,920
	682	2,181
	$ 9,897	$ 29,661
Net unrealized gains (losses) on investments:		
Unrestricted net assets	$23,122	$ (5,098)
Temporarily restricted net assets	1,864	(540)
Permanently restricted net assets	395	118
	$25,381	$ (5,520)

In compliance with the System's spending policy, portions of investment income and related fees are recognized in other operating revenue on the accompanying consolidated statements of operations. Investment income reflected in other operating revenue was $1,655 and $1,695 in 2017 and 2016, respectively.

Investment management fees expensed and reflected in nonoperating income were $851 and $858 for the years ended September 30, 2017 and 2016, respectively.

3. Investments and Assets Whose Use is Limited or Restricted (Continued)

The following summarizes the Hospital's gross unrealized losses and fair values, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position at September 30, 2017 and 2016:

	Less Than 12 Months		12 Months or Longer		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
2017						
Marketable equity securities	$36,725	$ (740)	$13,064	$ (6,119)	$49,789	$ (6,859)
Fund-of-funds	22,720	(332)	–	–	22,720	(332)
Collective trust funds	5,906	(94)	–	–	5,906	(94)
	$65,351	$(1,166)	$13,064	$ (6,119)	$78,415	$ (7,285)
2016						
Marketable equity securities	$ 1,830	$ (86)	$26,503	$ (9,538)	$28,333	$ (9,624)
Fund-of-funds	7,785	(215)	15,822	(990)	23,607	(1,205)
Collective trust funds	–	–	18,156	(1,713)	18,156	(1,713)
	$ 9,615	$ (301)	$60,481	$(12,241)	$70,096	$(12,542)

In evaluating whether investments have suffered an other-than-temporary decline, based on input from outside investment advisors, management evaluated the amount of the decline compared to cost, the length of time and extent to which fair value has been less than cost, the underlying creditworthiness of the issuer, the fair values exhibited during the year, estimated future fair values and the System's intent and ability to hold the security until a recovery in fair value or maturity. Based on evaluations of the underlying issuers' financial condition, current trends and economic conditions, management believes there are no securities that have suffered an other-than-temporary decline in value at September 30, 2017 and 2016.

4. Defined Benefit Pension Plan

The System has a noncontributory defined benefit pension plan (the Plan), covering all eligible employees of the System and subsidiaries. The Plan provides benefits based on an employee's years of service, age and the employee's compensation over those years. The System's funding policy is to contribute annually the amount needed to meet or exceed actuarially determined minimum funding requirements of the *Employee Retirement Income Security Act of 1974* (ERISA).

The System accounts for its defined benefit pension plan under ASC 715, *Compensation Retirement Benefits*. This Statement requires entities to recognize an asset or liability for the overfunded or underfunded status of their benefit plans in their financial statements.

4. Defined Benefit Pension Plan (Continued)

The following table summarizes the Plan's funded status at September 30, 2017 and 2016:

	2017	2016
Funded status:		
Fair value of plan assets	$ 233,739	$ 185,404
Projected benefit obligation	(277,075)	(270,534)
	$ (43,336)	$ (85,130)
Activities for the year consist of:		
Benefit payments and administrative expenses	$ 16,256	$ 9,230
Net periodic benefit cost	14,283	12,460

The table below presents details about the System's defined benefit pension plan, including its funded status, components of net periodic benefit cost, and certain assumptions used in determining the funded status and cost:

	2017	2016
Change in benefit obligation:		
Benefit obligation at beginning of year	$270,534	$229,888
Service cost	10,510	9,836
Interest cost	10,662	10,761
Actuarial loss	1,625	29,279
Benefit payments and administrative expenses	(16,256)	(9,230)
Benefit obligation at end of year	$277,075	$270,534
Change in plan assets:		
Fair value of plan assets at beginning of year	$185,404	$165,053
Actual return on plan assets	21,591	12,581
Employer contributions	43,000	17,000
Benefit payments and administrative expenses	(16,256)	(9,230)
Fair value of plan assets at end of year	$233,739	$185,404
Funded status and amount recognized in noncurrent liabilities at September 30	$(43,336)	$(85,130)

4. Defined Benefit Pension Plan (Continued)

Amounts recognized as a change in unrestricted net assets during the years ended September 30, 2017 and 2016 consist of:

	2017	2016
Net actuarial (gain) loss	$ (4,917)	$30,715
Net amortized loss	(8,457)	(6,155)
Prior service credit amortization	276	276
Total amount recognized	$(13,098)	$24,836

Pension Plan Assets

The fair values of the System's pension plan assets as of September 30, 2017 and 2016, by asset category are as follows (see Note 14 for level definitions). In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

	2017 Level 1	2016 Level 1
Short-term investments:		
Money market funds	$ 41,294	$ 11,328
Equity securities:		
Common stocks	9,575	9,251
Mutual funds – international	8,214	13,879
Mutual funds – domestic	45,874	38,471
Mutual funds – natural resources	5,061	4,662
Mutual funds – inflation hedge	8,303	6,369
Fixed income securities:		
Mutual funds – REIT	415	449
Mutual funds – fixed income	15,670	21,527
	134,406	105,936
Funds measured at net asset value:		
Equity securities:		
Funds-of-funds	67,299	47,879
Fixed income securities:		
Funds-of-funds	–	4,715
Collective trust funds	32,034	26,874
Total investments at fair value	$233,739	$185,404

4. Defined Benefit Pension Plan (Continued)

The target allocation for the System's pension plan assets as of September 30, 2017 and 2016, by asset category are as follows:

	2017		2016	
	Target Allocation	Percentage of Plan Assets	Target Allocation	Percentage of Plan Assets
Short-term investments	0-20%	18%	0-20%	6%
Equity securities	40-80%	62	40-80%	65
Fixed income securities	5-80%	7	5-80%	15
Other	0-30%	13	0-30%	14

The funds-of-funds are invested with ten investment managers and have various restrictions on redemptions. One manager holding amounts totaling approximately $9 million at September 30, 2017 allows for semi-monthly redemptions, with 5 days' notice. One manager holding approximately $8 million at September 30, 2017 allows for monthly redemptions, with 15 days' notice. Five managers holding amounts totaling approximately $36 million at September 30, 2017 allow for quarterly redemptions, with notices ranging from 45 to 65 days. Two of the managers holding amounts of approximately $10 million at September 30, 2017 allow for annual redemptions, with notice ranging from 60 to 90 days. One of the managers holding amounts of approximately $5 million at September 30, 2017 allows for redemptions on a three year rolling basis, with a notice of 60 days. There is also a special redemption provision that allows 10% of the investment to be redeemed annually on March 1, with a notice of 30 days. The collective trust funds allow for monthly redemption, with notices ranging from 6 to 10 days. Certain funds also may include a fee estimated to be equal to the cost the fund incurs in converting investments to cash (ranging from 0.5% to 1.5%) or are subject to certain lock periods.

The System considers various factors in estimating the expected long-term rate of return on plan assets. Among the factors considered include the historical long-term returns on plan assets, the current and expected allocation of plan assets, input from the System's actuaries and investment consultants, and long-term inflation assumptions. The System's expected allocation of plan assets is based on a diversified portfolio consisting of domestic and international equity securities, fixed income securities, and real estate.

The System's investment policy for its pension plan is to balance risk and returns using a diversified portfolio consisting primarily of high quality equity and fixed income securities. To accomplish this goal, plan assets are actively managed by outside investment managers with the objective of optimizing long-term return while maintaining a high standard of portfolio quality and proper diversification. The System monitors the maturities of fixed income securities so that there is sufficient liquidity to meet current benefit payment obligations. The System's Investment Committee provides oversight of the plan investments and the performance of the investment managers.

4. Defined Benefit Pension Plan (Continued)

Amounts included in expense during fiscal 2017 and 2016 consist of:

	2017	2016
Components of net periodic benefit cost:		
Service cost	$ 10,510	$ 9,836
Interest cost	10,662	10,761
Expected return on plan assets	(15,627)	(14,016)
Amortization of prior service credit and loss	8,738	5,879
Net periodic benefit cost	$ 14,283	$ 12,460

The accumulated benefit obligations for the plan at September 30, 2017 and 2016 were $261,601 and $259,477, respectively.

	2017	2016
Weighted average assumptions to determine benefit obligation:		
Discount rate	4.29%	4.03%
Rate of compensation increase	3.00	2.00
Weighted average assumptions to determine net periodic benefit cost:		
Discount rate	4.03%	4.78%
Expected return on plan assets	7.75	7.75
Cash balance credit rate	5.00	5.00
Rate of compensation increase	2.00	2.00

In selecting the long-term rate of return on plan assets, the System considered the average rate of earnings expected on the funds invested or to be invested to provide for the benefits of the plan. This included considering the plan's asset allocation and the expected returns likely to be earned over the life of the plan, as well as the historical returns on the types of assets held and the current economic environment.

The loss and prior service credit amount expected to be recognized in net periodic benefit cost in 2018 are as follows:

Actuarial loss	$ 7,995
Prior service credit	(276)
	$ 7,719

The System funds the pension plan and no contributions are made by employees. The System funds the plan annually by making a contribution of at least the minimum amount required by applicable regulations and as recommended by the System's actuary. However, the System may also fund the plan in excess of the minimum required amount.

4. Defined Benefit Pension Plan (Continued)

Cash contributions in subsequent years will depend on a number of factors including performance of plan assets. However, the System expects to fund $16,000 in cash contributions to the plan for the 2018 plan year.

Benefit payments, which reflect expected future service, as appropriate, are expected to be paid as follows:

Year Ended September 30	Pension Benefits
2018	$ 12,505
2019	13,463
2020	15,149
2021	16,495
2022	17,343
2023 – 2027	100,134

5. Estimated Third-Party Payor Settlements

The System has agreements with third-party payors that provide for payments to the System at amounts different from its established rates. A summary of the payment arrangements with major third-party payors follows:

Medicare

Inpatient and outpatient services rendered to Medicare program beneficiaries are primarily paid at prospectively determined rates. These rates vary according to a patient classification system that is based on clinical diagnosis and other factors. In addition to this, the System is also reimbursed for medical education and other items which require cost settlement and retrospective review by the fiscal intermediary. Accordingly, the System files an annual cost report with the Medicare program after the completion of each fiscal year to report activity applicable to the Medicare program and to determine any final settlements.

The physician practices are reimbursed on a fee screen basis.

Medicaid Enhancement Tax and Disproportionate Share Payment

Under the State of New Hampshire's (the State) tax code, the State imposes a Medicaid Enhancement Tax (MET) equal to 5.40% and 5.45% of net patient service revenues in State fiscal years 2017 and 2016, respectively. The amount of tax incurred by the System for 2017 and 2016 was $20,311 and $19,679, respectively.

5. Estimated Third-Party Payor Settlements (Continued)

In the fall of 2010, in order to remain in compliance with stated federal regulations, the State of New Hampshire adopted a new approach related to Medicaid disproportionate share funding (DSH) retroactive to July 1, 2010. Unlike the former funding method, the State's approach led to a payment that was not directly based on, and did not equate to, the level of tax imposed. As a result, the legislation created some level of losses at certain New Hampshire hospitals, while other hospitals realized gains. DSH payments from the State are recorded within unrestricted revenue and other support and amounted to $12,717 in 2017 and $7,800 in 2016, net of reserves referenced below.

The Centers for Medicare and Medicaid Services (CMS) has completed audits of the State's program and the disproportionate share payments made by the State from 2011 to 2014, the first years that those payments reflected the amount of uncompensated care provided by New Hampshire hospitals. It is possible that subsequent years will also be audited by CMS. The System has recorded reserves to address its potential exposure based on the audit results to date.

Medicaid

Inpatient services rendered to Medicaid program beneficiaries are paid at prospectively determined rates per discharge. Outpatient services rendered to Medicaid program beneficiaries are reimbursed under fee schedules and cost reimbursement methodologies subject to various limitations or discounts. The Hospital is reimbursed at a tentative rate with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicaid program.

The physician practices are reimbursed on a fee screen basis.

Other

The System has also entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the System under these agreements includes prospectively determined rates per discharge, discounts from established charges, fee schedules, and prospectively determined rates.

The accrual for estimated third-party payor settlements reflected on the accompanying consolidated balance sheets represents the estimated net amounts to be paid under reimbursement contracts with the Centers for Medicare and Medicaid Services (Medicare), the New Hampshire Department of Welfare (Medicaid) and any commercial payors with settlement provision. Settlements for the Hospital have been finalized through 2014 for Medicare and Medicaid.

6. Long-Term Debt and Notes Payable

Long-term debt consists of the following at September 30, 2017 and 2016:

	2017	2016
2.0% to 5.0% New Hampshire Health and Education Facilities Authority (NHHEFA) Revenue Bonds, Concord Hospital Issue, Series 2013A; due in annual installments, including principal and interest ranging from $1,543 to $3,555 through 2043, including unamortized original issue premium of $3,066 in 2017 and $3,187 in 2016	$ 43,091	$ 44,332
1.71% fixed rate NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013B; due in annual installments, including principal and interest ranging from $1,860 to $3,977 through 2024	16,786	20,436
1.3% to 5.6% NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011; due in annual installments, including principal and interest ranging from $2,737 to $5,201 through 2026, including unamortized original issue premium of $175 in 2017 and $194 in 2016	26,289	30,109
	86,166	94,877
Less unamortized bond issuance costs	(843)	(908)
Less current portion	(8,822)	(8,570)
	$ 76,501	$ 85,399

In February 2013, $48,631 (including an original issue premium of $3,631) of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2013A, were issued to assist in the funding of a significant facility improvement project and to advance refund the Series 2001 NHHEFA Hospital Revenue Bonds. The facility improvement project included enhancements to the System's power plant, renovation of certain nursing units, expansion of the parking capacity at the main campus and various other routine capital expenditures and miscellaneous construction, renovation and improvements of the System's facilities.

In March 2011, $49,795 of NHHEFA Revenue Bonds, Concord Hospital Issue, Series 2011, were issued to assist in the funding of a significant facility improvement project and pay off the Series 1996 Revenue Bonds. The project included expansion and renovation of various Hospital departments, infrastructure upgrades, and acquisition of capital equipment.

Substantially all the property and equipment relating to the aforementioned construction and renovation projects, as well as subsequent property and equipment additions thereto, and a mortgage lien on the facility, are pledged as collateral for the Series 2011 and 2013A and B Revenue Bonds. In addition, the gross receipts of the Hospital are pledged as collateral for the Series 2011 and 2013A and B Revenue Bonds. The most restrictive financial covenants require a 1.10 to 1.0 ratio of aggregate income available for debt service to total annual debt service and a day's cash on hand ratio of 75 days. The Hospital was in compliance with its debt covenants at September 30, 2017 and 2016.

The obligations of the Hospital under the Series 2013A and B and Series 2011 Revenue Bond Indentures are not guaranteed by any of the subsidiaries or affiliated entities.

Interest paid on long-term debt amounted to $4,010 (including capitalized interest of $509) and $3,731 for the years ended September 30, 2017 and 2016, respectively.

6. Long-Term Debt and Notes Payable (Continued)

The aggregate principal payments on long-term debt for the next five fiscal years ending September 30 and thereafter are as follows:

2018	$ 8,822
2019	9,061
2020	7,385
2021	5,186
2022	5,339
Thereafter	47,132
	$82,925

The Hospital plans to issue $60 million of tax exempt bonds in December 2017. Proceeds of the bonds will be used for the construction of a new medical office building. In addition, the Series 2017 Bonds will reimburse the Hospital for capital expenditures incurred in association with the construction of a parking garage, as well as routine capital expenditures.

7. Commitments and Contingencies

Malpractice Loss Contingencies

Prior to February 1, 2011, the System was insured against malpractice loss contingencies under claims made insurance policies. A claims-made policy provides specific coverage for claims made during the policy period. During 2017, the System paid to transfer its obligation for claims and incidents made and reported under the 2001-2011 policy period to a third party. Under the Loss Portfolio Transfer agreement, the third party assumed obligation for claims and incidents made and reported, including any closed incidents included on loss run reports that may ripen into a claim or suit and are subject to reopening.

Effective February 1, 2011, the System insures its medical malpractice risks through a multiprovider captive insurance company under a claims-made insurance policy. Premiums paid are based upon actuarially determined amounts to adequately fund for expected losses. At September 30, 2017, there were no known malpractice claims outstanding for the System, which, in the opinion of management will be settled for amounts in excess of insurance coverage, nor were there any unasserted claims or incidents which require loss accruals. The System has established reserves for unpaid claim amounts for Hospital and Physician Professional Liability and General Liability reported claims and for unreported claims for incidents that have been incurred but not reported. The amounts of the reserves total $1,995 and $1,911 at September 30, 2017 and 2016, respectively and are reflected in the accompanying consolidated balance sheets within accrued pension and other long-term liabilities. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the System.

7. Commitments and Contingencies (Continued)

The captive retains and funds up to actuarial expected loss amounts, and obtains reinsurance at various attachment points for individual and aggregate claims in excess of funding in accordance with industry practices. At September 30, 2017, the System's interest in the captive represents approximately 57% of the captive. The System accounts for its investments in the captive under the equity method since control of the captive is shared equally between the participating hospitals. The System has recorded its interest in the captive's equity, totaling approximately $5,400 and $2,945 at September 30, 2017 and 2016, respectively, in other noncurrent assets on the accompanying consolidated balance sheets. Changes in the System's interest are included in nonoperating income on the accompanying consolidated statements of operations

In accordance with ASU No. 2010-24, "*Health Care Entities*" (Topic 954): *Presentation of Insurance Claims and Related Insurance Recoveries*, at September 30, 2017 and 2016, the Hospital recorded a liability of approximately $3,800 and $3,100, respectively, related to estimated professional liability losses. At September 30, 2017 and 2016, the Hospital also recorded a receivable of $3,800 and $3,100, respectively, related to estimated recoveries under insurance coverage for recoveries of the potential losses. These amounts are included in accrued pension and other long-term liabilities and other assets, respectively, on the consolidated balance sheets.

Workers' Compensation

The Hospital maintains workers' compensation insurance under a self-insurance plan. The plan offers, among other provisions, certain specific and aggregate stop-loss coverage to protect the Hospital against excessive losses. The Hospital has employed independent actuaries to estimate the ultimate costs, if any, of the settlement of such claims. Accrued workers' compensation losses of $2,455 and $2,447 at September 30, 2017 and 2016, respectively, have been discounted at 3% (both years) and, in management's opinion, provide an adequate reserve for loss contingencies. A trustee held fund has been established as a reserve under the plan. Assets held in trust totaled $4,120 and $4,024 at September 30, 2017 and 2016, respectively, and is included in assets whose use is limited or restricted in the accompanying consolidated balance sheets.

Litigation

The System is involved in litigation and regulatory investigations arising in the ordinary course of business. After consultation with legal counsel, management estimates that these matters will be resolved without material adverse effect on the System's financial position, results of operations or cash flows.

Health Insurance

The System has a self-funded health insurance plan. The plan is administered by an insurance company which assists in determining the current funding requirements of participants under the terms of the plan and the liability for claims and assessments that would be payable at any given point in time. The System recognizes revenue for services provided to employees of the System during the year. The System is insured above a stop-loss amount of $440 on individual claims. Estimated unpaid claims, and those claims incurred but not reported at September 30, 2017 and 2016, have been recorded as a liability of $8,799 and $8,174, respectively, and are reflected in the accompanying consolidated balance sheets within accounts payable and accrued expenses.

7. Commitments and Contingencies (Continued)

Operating Leases

The System has various operating leases relative to its office and offsite locations. Future annual minimum lease payments under noncancellable lease agreements as of September 30, 2017 are as follows:

Year Ending September 30:	
2018	$ 5,318
2019	4,732
2020	4,346
2021	4,086
2022	3,344
Thereafter	17,954
	$39,780

Rent expense was $6,129 and $5,862 for the years ended September 30, 2017 and 2016, respectively.

8. Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are available for the following purposes at September 30:

	2017	2016
Health education and program services	$15,970	$13,655
Capital acquisitions	1,485	1,099
Indigent care	243	270
For periods after September 30 of each year	102	269
	$17,800	$15,293

Income on the following permanently restricted net asset funds is available for the following purposes at September 30:

	2017	2016
Health education and program services	$17,595	$17,115
Capital acquisitions	803	803
Indigent care	1,811	1,811
For periods after September 30 of each year	193	152
	$20,402	$19,881

9. Patient Service and Other Revenue

Net patient service revenue for the years ended September 30 is as follows:

	2017	2016
Gross patient service charges:		
Inpatient services	$ 488,730	$ 446,448
Outpatient services	609,993	552,939
Physician services	168,161	156,870
Less charitable services	(8,547)	(8,789)
	1,258,337	1,147,468
Less contractual allowances and discounts:		
Medicare	456,339	393,940
Medicaid	110,816	114,502
Other	223,077	204,335
	790,232	712,777
Total Hospital net patient service revenue (net of contractual allowances and discounts)	468,105	434,691
Other entities	242	270
	$ 468,347	$ 434,961

An estimated breakdown of patient service revenue, net of contractual allowances, discounts and provision for doubtful accounts recognized in 2017 and 2016 from these major payor sources, is as follows for the Hospital. The provision for doubtful accounts for subsidiaries of the Hospital was not significant in 2017 and 2016.

	Hospital			
	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Doubtful Accounts	Net Patient Service Revenues Less Provision for Doubtful Accounts
2017				
Private payors (includes coinsurance and deductibles)	$ 494,628	$(223,077)	$ (9,878)	$261,673
Medicaid	132,747	(110,816)	–	21,931
Medicare	604,179	(456,339)	(2,509)	145,331
Self-pay	26,783	–	(7,652)	19,131
	$1,258,337	$(790,232)	$(20,039)	$448,066

9. Patient Service and Other Revenue (Continued)

	Hospital			
	Gross Patient Service Revenues	Contractual Allowances and Discounts	Provision for Doubtful Accounts	Net Patient Service Revenues Less Provision for Doubtful Accounts
2016				
Private payors (includes coinsurance and deductibles)	$ 459,683	$(204,335)	$ (7,864)	$247,484
Medicaid	139,999	(114,502)	–	25,497
Medicare	525,644	(393,940)	(2,237)	129,467
Self-pay	22,142	–	(7,488)	14,654
	$1,147,468	$(712,777)	$(17,589)	$417,102

Electronic Health Records Incentive Payments

The CMS Electronic Health Records (EHR) incentive programs provide a financial incentive for the "meaningful use" of certified EHR technology to achieve health and efficiency goals. To qualify for incentive payments, eligible organizations must successfully demonstrate meaningful use of certified EHR technology through various stages defined by CMS. Revenue totaling $148 and $99 associated with these meaningful use attestations was recorded as other revenue for the years ended September 30, 2017 and 2016, respectively.

10. Functional Expenses

The System provides general health care services to residents within its geographic location. Expenses related to providing these services are as follows for the years ended September 30:

	2017	2016
Health care services	$324,985	$314,591
General and administrative	85,702	70,016
Depreciation and amortization	24,378	24,535
Medicaid enhancement tax	20,311	19,679
Interest expense	2,918	3,700
	$458,294	$432,521

Fundraising related expenses were $940 and $898 for the years ended September 30, 2017 and 2016, respectively.

11. Charity Care and Community Benefits (Unaudited)

The Hospital maintains records to identify and monitor the level of charity care it provides. The Hospital provides traditional charity care, as well as other forms of community benefits. The estimated cost of all such benefits provided is as follows for the years ended September 30:

	2017	2016
Community health services	$ 2,150	$ 1,939
Health professions education	4,398	3,749
Subsidized health services	40,320	35,624
Research	83	94
Financial contributions	752	700
Community building activities	45	46
Community benefit operations	97	77
Charity care costs (see Note 1)	3,669	3,807
	$51,514	$46,036

In addition, the Hospital incurred estimated costs for services to Medicare and Medicaid patients in excess of the payment from these programs of $88,830 and $82,669 in 2017 and 2016, respectively.

12. Concentration of Credit Risk

The Hospital grants credit without collateral to its patients, most of whom are local residents of southern New Hampshire and are insured under third-party payor agreements. The mix of gross receivables from patients and third-party payors as of September 30 is as follows:

	2017	2016
Patients	10%	10%
Medicare	33	33
Anthem Blue Cross	14	13
Cigna	3	4
Medicaid	13	16
Commercial	25	23
Workers' compensation	2	1
	100%	100%

13. Volunteer Services (Unaudited)

Total volunteer service hours received by the Hospital were approximately 20,800 in 2017 and 22,000 in 2016. The volunteers provide various nonspecialized services to the Hospital, none of which has been recognized as revenue or expense in the accompanying consolidated statements of operations.

14. Fair Value Measurements

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the System uses various methods including market, income and cost approaches. Based on these approaches, the System often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The System utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the System is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

Level 1 – Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Level 1 also includes U.S. Treasury and federal agency securities and federal agency mortgage-backed securities, which are traded by dealers or brokers in active markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.

Level 2 – Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.

Level 3 – Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets or liabilities.

In determining the appropriate levels, the System performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at September 30, 2017 and 2016. In accordance with ASU 2015-07, certain investments that are measured using the net value per share practical expedient have not been classified in the fair value hierarchy.

14. Fair Value Measurements (Continued)

The following presents the balances of assets measured at fair value on a recurring basis at September 30:

	Level 1	Level 2	Level 3	Total
2017				
Cash and cash equivalents	$ 18,811	$ –	$ –	$ 18,811
Fixed income securities	30,982	–	–	30,982
Marketable equity and other securities	99,069	–	–	99,069
Inflation-protected securities and other	22,187	–	–	22,187
Trust funds administered by others	–	–	11,002	11,002
	$171,049	$ –	$11,002	182,051
Funds measured at net asset value:				
Marketable equity and other securities				173,052
				$355,103
2016				
Cash and cash equivalents	$ 27,008	$ –	$ –	$ 27,008
Fixed income securities	33,021	–	–	33,021
Marketable equity and other securities	105,565	–	–	105,565
Inflation-protected securities and other	21,499	–	–	21,499
Trust funds administered by others	–	–	10,607	10,607
	$187,093	$ –	$10,607	197,700
Funds measured at net asset value:				
Marketable equity and other securities				133,944
				$331,644

The System's Level 3 investments consist of funds administered by others. The fair value measurement is based on significant unobservable inputs.

Investments, in general, are exposed to various risks, such as interest rate, credit and overall market volatility. As such, it is reasonably possible that changes in the fair value of investments will occur in the near term and that such changes could materially affect the amounts reported in the accompanying consolidated balance sheets and statements of operations.

14. Fair Value Measurements (Continued)

A reconciliation of the fair value measurements using significant unobservable inputs (Level 3) is as follows for 2017 and 2016:

	Trust Funds Administered by Others
Balance at September 30, 2015	$10,489
Net realized and unrealized gains	118
Balance at September 30, 2016	10,607
Net realized and unrealized gains	395
Balance at September 30, 2017	$11,002

The table below sets forth additional disclosures for investment funds (other than mutual funds) valued based on net asset value to further understand the nature and risk of the investments by category:

	Fair Value	Unfunded Commit-ments	Redemption Frequency	Redemption Notice Period
September 30, 2017:				
Funds-of-funds	$13,948	$ –	Semi-monthly	5 days
Funds-of-funds	10,634	–	Monthly	15 days
Funds-of-funds	58,988	–	Quarterly	45 – 65 days
Funds-of-funds	18,219	–	Annual	60 - 90 days*
Funds-of-funds	7,232	–	Three year rolling	60 days**
Funds-of-funds	362	3,411	Illiquid	N/A
Collective trust funds	5,906	–	Daily	10 days
Collective trust funds	57,763	–	Monthly	6 – 10 days
September 30, 2016:				
Funds-of-funds	$15,821	$ –	Monthly	15 days
Funds-of-funds	54,355	–	Quarterly	45 – 65 days
Funds-of-funds	9,125	–	Annual	90 days
Funds-of-funds	6,230	–	Three year rolling	60 days**
Collective trust funds	48,413	–	Monthly	6 – 10 days

* Certain funds are subject to a 2 year lock period before annual redemption can occur.

** Subject to a 3 year rolling lock. This fund also has a special redemption right that allows the Hospital to liquidate 10% of the investment on March 1 of each year, with 30 days' notice.

14. Fair Value Measurements (Continued)

Investment Strategies

Fixed Income Securities

The primary purpose of fixed income investments is to provide a highly predictable and dependable source of income, preserve capital, and reduce the volatility of the total portfolio and hedge against the risk of deflation or protracted economic contraction.

Marketable Equity and Other Securities

The primary purpose of marketable equity investments is to provide appreciation of principal and growth of income with the recognition that this requires the assumption of greater market volatility and risk of loss. The total marketable equity portion of the portfolio will be broadly diversified according to economic sector, industry, number of holdings and other characteristics including style and capitalization. The System may employ multiple equity investment managers, each of whom may have distinct investment styles. Accordingly, while each manager's portfolio may not be fully diversified, it is expected that the combined equity portfolio will be broadly diversified.

The System invests in other securities that are considered alternative investments that consist of limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the System values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. Collective trust funds are generally valued based on the proportionate share of total fund net assets.

System management is responsible for the fair value measurements of investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions and is estimated using the net asset value per share of the fund. Because of inherent uncertainty of valuation of certain alternative investments, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its alternative investments at the balance sheet dates are reasonable.

The Hospital has committed to invest up to $5,746 between three investment managers, and had funded $335 of that commitment as of September 30, 2017. As these investments are made, the Hospital reallocates resources from its current investments resulting in an asset allocation shift within the investment pool.

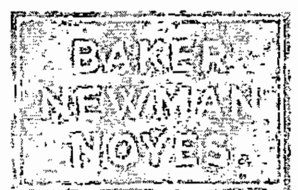
Inflation-Protected Securities

The primary purpose of inflation-protected securities is to provide protection against the negative effects of inflation.

14. Fair Value Measurements (Continued)

Fair Value of Other Financial Instruments

Other financial instruments consist of accounts and pledges receivable, accounts payable and accrued expenses, estimated third-party payor settlements, and long-term debt and notes payable. The fair value of all financial instruments other than long-term debt and notes payable approximates their relative book values as these financial instruments have short-term maturities or are recorded at amounts that approximate fair value. The fair value of the System's long-term debt and notes payable is estimated using discounted cash flow analyses, based on the System's current incremental borrowing rates for similar types of borrowing arrangements. The carrying value and fair value of the System's long-term debt and notes payable amounted to $86,166 and $102,286, respectively, at September 30, 2017, and $94,877 and $112,762, respectively, at September 30, 2016.



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**INDEPENDENT AUDITORS' REPORT
ON ADDITIONAL INFORMATION**

The Board of Trustees
Concord Hospital, Inc.

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying consolidating information is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual entities and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Baker Newman & Noyes LLC

Manchester, New Hampshire
December 1, 2017

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATING BALANCE SHEET
(With Consolidated Totals for September 30, 2016)

September 30, 2017

ASSETS
(In thousands)

	2017						
	Concord Hospital (Obligated Group)	Capital Region Health Care Development Corporation	Capital Region Health Ventures Corporation	Concord Hospital/ Dartmouth Hitchcock-Concord	Elimi-nations	Consol-idated	2016 Consol-idated
Current assets:							
Cash and cash equivalents	$ 3,799	$ –	$ –	$ –	$ –	$ 3,799	$ 6,555
Short-term investments	7,552	–	–	–	–	7,552	19,512
Accounts receivable, net	51,270	14	60	–	–	51,344	52,693
Due from affiliates	634	4,179	–	–	(4,179)	634	270
Supplies	1,777	–	–	–	–	1,777	1,262
Prepaid expenses and other current assets	5,620	208	27	–	–	5,855	4,760
Total current assets	70,652	4,401	87	–	(4,179)	70,961	85,052
Assets whose use is limited or restricted:							
Board designated	290,686	–	–	–	–	290,686	260,287
Funds held by trustee for workers' compensation reserves and self-insurance escrows	16,515	–	–	–	–	16,515	14,328
Donor-restricted funds and restricted grants	40,350	–	–	–	–	40,350	37,517
Total assets whose use is limited or restricted	347,551	–	–	–	–	347,551	312,132
Other noncurrent assets:							
Due from affiliates, net of current portion	15,688	–	341	–	(14,806)	1,223	1,615
Other assets	13,293	–	1,759	–	–	15,052	11,848
Total other noncurrent assets	28,981	–	2,100	–	(14,806)	16,275	13,463
Property and equipment:							
Land and land improvements	6,153	273	–	–	–	6,426	7,003
Buildings	155,371	35,214	–	–	–	190,585	179,824
Equipment	243,695	2,679	212	–	–	246,586	235,334
Construction in progress	38,725	–	–	–	–	38,725	16,413
	443,944	38,166	212	–	–	482,322	438,574
Less accumulated depreciation	(279,323)	(25,777)	(212)	–	–	(305,312)	(282,034)
Net property and equipment	164,621	12,389	–	–	–	177,010	156,540
	$ 611,805	$ 16,790	$ 2,187	$ –	$ (18,985)	$ 611,797	$ 567,187

LIABILITIES AND NET ASSETS (DEFICIT)
(In thousands)

	2017						
	Concord Hospital (Obligated Group)	Capital Region Health Care Development Corporation	Capital Region Health Ventures Corporation	Concord Hospital/ Dartmouth Hitchcock-Concord	Elimi-nations	Consol-idated	2016 Consol-idated
Current liabilities:							
Short-term notes payable	$ –	$ –	$ –	$ 15	$ –	$ 15	$ 459
Accounts payable and accrued expenses	39,556	50	5	–	–	39,611	30,104
Accrued compensation and related expenses	25,580	–	–	–	–	25,580	22,830
Due to affiliates	4,179	–	–	–	(4,179)	–	–
Accrual for estimated third-party payor settlements	27,382	–	–	–	–	27,382	22,459
Current portion of long-term debt	8,822	–	–	–	–	8,822	8,570
Total current liabilities	105,519	50	5	15	(4,179)	101,410	84,422
Long-term debt, net of current portion	76,501	14,806	–	–	(14,806)	76,501	85,399
Accrued pension and other long-term liabilities	60,536	–	–	–	–	60,536	99,258
Total liabilities	242,556	14,856	5	15	(18,985)	238,447	269,079
Net assets (deficit):							
Unrestricted	331,047	1,934	2,182	(15)	–	335,148	262,934
Temporarily restricted	17,800	–	–	–	–	17,800	15,293
Permanently restricted	20,402	–	–	–	–	20,402	19,881
Total net assets (deficit)	369,249	1,934	2,182	(15)	–	373,350	298,108
	$ 611,805	$ 16,790	$ 2,187	$ –	$ (18,985)	$ 611,797	$ 567,187

CONCORD HOSPITAL, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF OPERATIONS
(With Consolidated Totals for September 30, 2016)

Year Ended September 30, 2017

(In thousands)

	2017						
	Concord Hospital (Obligated Group)	Capital Region Health Care Development Corporation	Capital Region Health Ventures Corporation	Concord Hospital/ Dartmouth Hitchcock-Concord	Elimi-nations	Consol-idated	2016 Consol-idated
Unrestricted revenue and other support:							
Net patient service revenue, net of contractual allowances and discounts	$ 468,105	$ –	$ 283	$ (41)	$ –	$ 468,347	$ 434,961
Provision for doubtful accounts	(20,039)	–	(2)	23	–	(20,018)	(17,251)
Net patient service revenue less provision for doubtful accounts	448,066	–	281	(18)	–	448,329	417,710
Other revenue	12,240	5,198	5,861	–	(3,949)	19,350	20,998
Disproportionate share revenue	12,717	–	–	–	–	12,717	7,800
Net assets released from restrictions for operations	1,191	–	–	–	–	1,191	1,232
Total unrestricted revenue and other support	474,214	5,198	6,142	(18)	(3,949)	481,587	447,740
Operating expenses:							
Salaries and wages	219,512	–	216	–	527	220,255	208,274
Employee benefits	56,701	–	71	–	117	56,889	55,298
Supplies and other	97,090	1,632	226	–	(3,000)	95,948	87,060
Purchased services	32,326	698	55	(20)	(686)	32,373	29,297
Professional fees	5,223	–	–	–	(1)	5,222	4,678
Depreciation and amortization	22,746	1,631	1	–	–	24,378	24,535
Medicaid enhancement tax	20,311	–	–	–	–	20,311	19,679
Interest expense	2,916	906	–	2	(906)	2,918	3,700
Total operating expenses	456,825	4,867	569	(18)	(3,949)	458,294	432,521
Income from operations	17,389	331	5,573	–	–	23,293	15,219
Nonoperating income:							
Unrestricted gifts and bequests	1,619	–	–	–	–	1,619	251
Investment income and other	10,476	–	–	–	–	10,476	27,497
Total nonoperating income	12,095	–	–	–	–	12,095	27,748
Excess of revenues and nonoperating income over expenses	$ 29,484	$ 331	$ 5,573	$ –	$ –	$ 35,388	$ 42,967

CONCORD HOSPITAL
BOARD OF TRUSTEES
2018

Valerie Acres, Esq.
Sol Asmar, **Vice Chair**
Philip Boulter, MD
Frederick Briccetti, MD
William Chapman, Esq., **Secretary**
Michelle Chicoine
Peter Cook
Philip Emma
Peter Noordsij, MD
Manisha Patel, DDS
David Ruedig, **Chair**
Muriel Schadee, CPA
Robert Segal
Lon Setnik, MD (ex-officio, CH Medical Staff President)
Robert Steigmeyer, **President/CEO** (ex-officio)
David Stevenson, MD
Jeffrey Towle

Treasurer (not Member of the Board):
Scott W. Sloane

1/18

Martha E. Seery

CAREER HISTORY:

2014 – Present	Concord Hospital Concord, NH	Administrative Director NH Dartmouth Family Medicine Residency, Concord Hospital Family Health Center Center for Integrative Medicine

Responsible for maintaining the balance of academic, clinical and managerial operations, ensuring that all staffs are working at optimal levels of performance, performance metrics are understood, monitored, and achieved, budgets are developed and maintained in order to sustain operations in a fiscally viable manner, patient satisfaction levels and employee engagement levels are excellent, and ultimately ensure that the mission, vision, and values are upheld. Practice Management curriculum coordinator.

2007 – 2014	Concord Hospital	Administrative Director NH Dartmouth Family Medicine Residency
2003 - 2007	Concord Hospital	Manager NH Dartmouth Family Medicine Residency
1989 – 2002	Elliot Health System Elliot Hospital Manchester, NH	Director, Demand Management 1992 - 2002 Physician Services Coordinator 1989 - 1992
1988- 1989	Elliot Health Systems Northeast Health Services	Supervisor
1983 – 1987	Computervision Corporation Manchester, NH	Data Coordinator
EDUCATION:	Bachelor of Science Candidate Southern NH University	

SUZANNE WILLIAMS

EXPERIENCE

CONCORD HOSPITAL, Concord, NH

Practice Manager, Family Health Center	2008- Present

CIGNA HEATLHCARE, Hooksett, NH

Employer Services Operations Manager	2001-2008
Member Services Call Center Manager	1998-2000
Member Services Supervisor	1996-1998

HEALTHSOURCE, Concord, NH

Member Services Representative/Team Leader	1991-1996
Welcome Plan Representative	1988-1991

EDUCATION

Franklin Pierce College, Concord, NH, 1988-2000

PATRICIA C. FINN, MS, MSN, RN

EXPERIENCE

CONCORD HOSPITAL, Concord, NH

Clinical Manager, Family Health Center 2006- Present

Clinical Leader, 5 South, Pulmonary Care Unit 2004-2006

Registered Nurse/Resource Person, Progressive Care Unit 2003-2004

SOUTHERN NEW HAMPSHIRE MEDICAL CENTER, Nashua, NH

Registered Nurse/Clinical Leader 1997-2003

NEW ENGLAND COLLEGE, Henniker, NH

Registered Nurse 1995-1997

WEDIKO CHILDREN'S SERVICES, Windsor, NH

Registered Nurse 1993-1995

MATARAZO DESIGN and ASSOCIATED BUILDERS AND CONTRACTORS, Concord, NH

Office Manager 1983-1993

EDUCATION

B.A., Bates College, Lewiston, ME, 1983
A.S. Nursing, New Hampshire Technical Institute, Concord, NH, 1993
M.S. Healthcare Administration, New England College, Henniker, NH, 2006
M.S. Nursing, St. Joseph's College of Maine, Standish, ME, 2015

PROFESSIONAL CREDENTIALS, AFFILIATIONS AND MEMBERSHIPS

New Hampshire Board of Nursing, License #038553-21
American Heart Association Healthcare Providers BLS certification
American Academy of Ambulatory Care Nurses
American Association of Nurse Executives
American Nurses Association and New Hampshire Nurses Association, Member of Commission on Government Affairs, 2014-15

Beth L. Koester M.D.

PROFESSIONAL EXPERIENCE

Concord Hospital Family Health Center — Concord, NH
Medical Director — October 16, 2017

UMassMemorial Medical Center — Worcester, MA
Chief of Service, Family Medicine Hospitalist Division — 2013- October 2017

Penobscot Bay Medical Center — Rockport, ME
Chair, Hospitalist Department — 2011-2013

Penobscot Bay Medical Center — Rockport, ME
President of the Medical Staff — 2010-2012

Penobscot Bay Medical Center — Rockport, ME
Chair, Department of Family Practice — 2006-2010

Penobscot Bay Medical Center — Rockport, ME
Hospitalist — 2010-2013

Beth L. Koester MD — Camden, ME
Private, solo-practice physician — 2001-2010

St. Mary's Family Health Center — Poland, ME
Employed family physician — 1998-2001

EDUCATION

Carnegie Mellon University, Heinz College — Pittsburgh, PA
Master of Medical Management (MMM) — May 2014

University of Massachusetts Medical School — Worcester, MA
Doctor of Medicine (MD) — June 1995

Massachusetts Institute of Technology — Cambridge, MA
Master of Science (SM), Electrical Engineering and Computer Science — June 1984

University of Lowell — Lowell, MA
Bachelor of Science Summa cum Laude (BS), Electrical Engineering — May 1981

POST DOCTORAL TRAINING

Marquette General Hospital, College of Human Medicine, Michigan State University — Marquette, MI
Family Practice Resident — 1995-1998

BOARD CERTIFICATION

American Board of Family Medicine — Initial certification1998; re-certified 2004, 2014

Danielle M Goulette, BSN, RN, CLC

EDUCATION:

May 2010 — **Saint Joseph's College of Maine,** Standish, ME
Bachelor of Science in Nursing

WORK EXPERIENCE:

Concord Hospital Family Health Center, Concord, NH

March 2014- present — Prenatal Nurse Coordinator responsibilities
- Coordination of prenatal patients within two clinics in organization
- Education for staff, family medicine residents, and physicians pertaining to prenatal needs
- Management of specific state reporting for prenatal and family planning
- Subject Matter Expert for transition to new Electronic Medical Record

August 2013- March 2014 — Clinical Leader responsibilities
- Co-leader of clinical team with a physician and behavioral health clinician
- Supervisor of nursing staff and medical assistants
  - education and mentorship
  - completion of competencies and annual evaluations for staff
- Educator for family medicine resident physicians and other learners

October 2011 - present — Clinical responsibilities
- patient assessments across the life cycle through telephone triage and clinical visits
- administration of medications and vaccinations
- lactation counselor
- Development of medication lists for pregnancy and lactation within Centricity electronic medical record

Bedford Hills Care and Rehabilitation Center, Bedford, NH

March 2011- July 2015 — Staff Registered Nurse
- assessment of patients requiring skilled and non-skilled care
- administration of medications
- wound care/dressings

St. Vincent de Paul Nursing and Rehab Center, Berlin, NH

September 2010- March 2011 — Staff Registered Nurse
- assessment of patients requiring non-skilled care
- administration of medications

LEADERSHIP TRAINING:

Concord Hospital, Concord, NH

November 2013	Your Leadership Journey
January 2014	Coaching for Peak Performance
February 2014	Improving Performance
March 2014	Crucial Conversations; Situational Leadership

CERTIFICATIONS:

2004 – present	Cardiopulmonary Resuscitation (CPR)	American Heart Association
2016- present	Certified Lactation Counselor (CLC)	Academy of Lactation Policy and Practice
2012-2015	Certified Breastfeeding Educator	The Rising Star
2011	Intravenous (IV) Certification	Omnicare of New Hampshire
	Electrocardiogram (EKG) Certification	

Patricia Ball, RN

Currently 2 years as Breast and Cervical Cancer Program Site Coordinator for Concord Hospital Family Health Centers at both Concord and Hillsboro sites. Coordinates all aspects of the Breast and Cervical Cancer Screening Program at the FHC sites, Concord and Hillsboro. Implements the scope of services required by the NH DHHS BCCP contract including data collection and submission of data. Provides nurse care coordination to patients enrolled in the program.

Education

4/1973 - Diploma of Nursing, Jackson Memorial Hospital School of Nursing.

Experience

4/2016 - Present
Concord Hospital Family Health Center

Breast and Cervical Cancer Program Coordinator

1/1999 - 7/2015
Concord Hospital Family Health Center

Breast and Cervical Cancer Program Coordinator

10/1996 - 1/1999
Concord Hospital Family Health Center

Clinic Nurse

7/1993 - 10/1996

Concord Visiting Nurse Association
Homecare RN/IV Team

9/1981 - 7/1993
Concord Hospital

Staff RN - Float Pool
IV Team

Kiersten Scarponi, MA

Education

May 1997
Plymouth State University
BS, Interdisciplinary Studies
Psychology, Sociology and Women's Studies focus
May 2015
Antioch University New England
MA, Marriage and Family Therapy

Professional Experience

Integrated Behavioral Health Clinician
Concord Hospital Family Health Center, Concord, NH
6/2015 to present

- Coordinate prenatal patients within two clinics within organization.
- Conduct bio-psycho-social assessments of prenatal patients and develop patient-centered treatment plans.
- Provide integrative care management for prenatal patients with psychosocial and/or complex medical needs.
- Educate staff, family medicine residents, and behavioral health interns of prenatal behavioral health needs.
- Conduct assessment and treatment planning patients.

Intern, Concord Hospital
5/2014 to 6/2015

- Learn Concord Hospital medical database records system.
- Perform initial client intake and perform clinical assessment.
- Design and implement treatment plan based on a holistic study of client history and current assessments.

Internship, Couple and Family Therapy Institute
9/2013 to 5/2015

- Perform initial intake of assigned clients, clinical assessment, treatment plan and progress notes of clients who request services through the clinic under direct supervision of a licensed MFT supervisor.

CERTIFICATIONS:
Cognitive Behavioral Therapy Certificate
1/2018

PSI/2020 Mom's Project
Maternal Mental Health Professional Certificate
Institute on Disability
12/2016

Navigating Choice and Change
4/2016

Centering Pregnancy
Centering Pregnancy Facilitator Certificate
12/2015

Appendix E

Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Concord Hospital Family Health Center
Program: Primary Care Services
Budget Period: April 1, 2018 - June 30, 2018

A	B	C	D	E	E	F
Position Title	**Current Individual in Position**	**Projected Hrly Rate as of 1st Day of Budget Period**	**Hours per Week**	**Amnt Funded by this program for Budget Period**	**Amnt Funded by other sources for Budget Period**	**Site***
Example:						
Program Coordinator	Sandra Smith	$21.00	40	$43,680	$43,680	
Administrative Salaries						
Director	Martha Seery	61.43	40	$3,101	$27,911	Concord and Hillsboro
Practice Manager, Concor	Suzanne Williams	42.87	40	$8,130	$15,604	
Clinical Manager	Patricia Finn, RN	48.3	40	$8,978	$17,581	
Medical Director	Beth Koester, MD	89.67	40	$13,103	$34,971	Concord and Hillsboro
Total Admin. Salaries				$33,312	$96,067	
Direct Service Salaries						
Prenatal Coordinator	Danielle Goulette, RN	29.73	40	$13,810	$3,092	
BCCP Site Coordinator	Pat Ball, RN	39.86	12	$6,218	$0	
Integrated BH Clinician	Kiersten Scarponi, MFT	31.54	20	$7,182	$10,659	Concord and Hillsboro
Total Direct Salaries				$27,210	$13,751	
Total Salaries by Program				$60,522.00	$109,818.00	

Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.
*Please list which site(s) each staff member works at, if your agency has multiple sites.

Appendix E

Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Concord Hospital Family Health Center
Program: Primary Care Services
Budget Period: July 1, 2018 - June 30, 2019

A	B	C	D	E	E	F
Position Title	**Current Individual in Position**	**Projected Hrly Rate as of 1st Day of Budget Period**	**Hours per Week**	**Amnt Funded by this program for Budget Period**	**Amnt Funded by other sources for Budget Period**	**Site***
Example:						
Program Coordinator	Sandra Smith	$21.00	40	$43,680	$43,680	
Administrative Salaries						
Director	Martha Seery	61.43	40	$16,733	$114,994	Concord and Hillsboro
Practice Manager, Concor	Suzanne Williams	44.37	40	$31,642	$64,601	
Clinical Manager	Patricia Finn, RN	49.75	40	$34,999	$72,434	
Medical Director	Beth Koester, MD	89.67	40	$50,768	$139,885	Concord and Hillsboro
Total Admin. Salaries				$134,142	$391,914	
Direct Service Salaries						
Prenatal Coordinator	Danielle Goulette, RN	30.62	40	$54,907	$12,738	
BCCP Site Coordinator	Pat Ball, RN	41.06	12	$25,619	$0	
Integrated BH Clinician	Kiersten Scarponi, MFT	32.48	40	$27,420	$43,914	Concord and Hillsboro
Total Direct Salaries				$107,946	$56,652	
Total Salaries by Program				$242,088.00	$448,566.00	

Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.

*Please list which site(s) each staff member works at, if your agency has multiple sites.

Appendix E

Program Staff List

New Hampshire Department of Health and Human Services

COMPLETE ONE PROGRAM STAFF LIST FOR EACH STATE FISCAL YEAR

Proposal Agency Name: Concord Hospital Family Health Center
Program: Primary Care Services
Budget Period: July 1, 2019 - March 31, 2020

A	B	C	D	E	E	F
Position Title	**Current Individual in Position**	**Projected Hrly Rate as of 1st Day of Budget Period**	**Hours per Week**	**Amnt Funded by this program for Budget Period**	**Amnt Funded by other sources for Budget Period**	**Site***
Example:						
Program Coordinator	Sandra Smith	$21.00	40	$43,680	$43,680	
Administrative Salaries						
Director	Martha Seery	63.27	40	$12,001	$88,833	Concord and Hillsboro
Practice Manager, Concor	Suzanne Williams	45.92	40	$23,622	$50,147	
Clinical Manager	Patricia Finn, RN	51.24	40	$26,112	$55,956	
Medical Director	Beth Koester, MD	92.36	40	$38,151	$108,062	Concord and Hillsboro
Total Admin. Salaries				$99,886	$302,998	
Direct Service Salaries						
Prenatal Coordinator	Danielle Goulette, RN	31.54	40	$41,491	$9,840	
BCCP Site Coordinator	Pat Ball, RN	42.59	12	$19,791	$0	
Integrated BH Clinician	Kiersten Scarponi, MFT	33.46	40	$20,398	$33,924	Concord and Hillsboro
Total Direct Salaries				$81,680	$43,764	
Total Salaries by Program				$181,566.00	$346,762.00	

Please note, any forms downloaded from the DHHS website will NOT calculate. Forms will be sent electronically via e-mail to all programs submitting a Letter of Intent by the due date.
*Please list which site(s) each staff member works at, if your agency has multiple sites.

Subject: Primary Care Services for Specific Counties (RFP-2018-DPHS-28-PRIMA)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name White Mountain Community Health Center		1.4 Contractor Address PO Box 2800, Conway, NH 03818	
1.5 Contractor Phone Number 603-447-8900	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $352,976
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature [signature]		1.12 Name and Title of Contractor Signatory Kenneth Porter Executive Director	

1.13 Acknowledgement: State of NH, County of Carroll

On April 11, 2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Diane Brothers

DIANE BROTHERS, Notary Public
My Commission Expires August 5, 2019

1.13.2 Name and Title of Notary or Justice of the Peace

Diane Brothers, Notary

1.14 State Agency Signature [signature] Date: 4/26/18	1.15 Name and Title of State Agency Signatory LISA MORRIS Director, DPHS

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: [signature] On: 5/22/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials [illegible]
Date [illegible]

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials ________
Date 04/11/18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered. The Department shall be the payor of last resort.

1.4. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals of all ages, statewide, who are:

1.4.1. Uninsured.

1.4.2. Underinsured.

1.4.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines.

1.5. The Contractor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Eligibility Determination Services

2.1. The Contractor shall notify the Department, in writing, if access to Primary Care Services for new patients is limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.2. The Contractor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.3. The Contractor shall maximize billing to private and commercial insurances for all reimbursable services rendered.

2.4. The Contractor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.5. The Contractor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Contractor shall make the sliding fee scale available to the Department upon request.

3. Primary Care Services

3.1. The Contractor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

3.2. The Contractor shall ensure primary care services include, but are not limited to:

3.2.1. Reproductive health services.

3.2.2. Perinatal health services including but not limited to access to obstetrical services either on-site or by referral.

3.2.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

3.2.4. Integrated behavioral health services.

3.2.5. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

3.2.6. Assessment of need and follow-up/referral as indicated for:

3.2.6.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

3.2.6.2. Social services.

3.2.6.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

3.2.6.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

3.2.6.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

3.2.6.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

3.3. The Contractor shall provide care management for individuals enrolled for

primary care services, which includes, but is not limited to:

3.3.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

3.3.2. Access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

3.3.3. Care facilitated by registries; information technology; health information exchanged.

3.4. The Contractor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

3.4.1. Benefit counseling.

3.4.2. Health insurance eligibility and enrollment assistance.

3.4.3. Health education and supportive counseling.

3.4.4. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

3.4.5. Outreach, which may include the use of community health workers.

3.4.6. Transportation.

3.4.7. Education of patients and the community regarding the availability and appropriate use of health services.

3.4.8. The Contractor will submit at least one annual Workplan that includes a detailed description of the enabling services funded by this contract. This shall be developed and submitted according to the schedule and instructions provided by MCHS. The vendor will be notified at least thirty (30) days in advance of any changes in the submission schedule.

4. Quality Improvement

4.1. The Contractor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.2. The Contractor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.2.1. Specific goals and objectives for the project period; and

4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.3. The Contractor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4. The Contractor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.1.1. EMR prompts/alerts.

4.4.1.2. Protocols/Guidelines.

4.4.1.3. Diagnostic support.

4.4.1.4. Patient registries.

4.4.1.5. Collaborative learning sessions.

5. Staffing

5.1. The Contractor shall ensure all health and allied health professions have the appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

5.2. The Contractor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

5.3. The Contractor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

5.4. The Contractor shall notify the MCHS, in writing, when:

5.4.1. Any critical position is vacant for more than thirty (30) days;

5.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

6. Coordination of Services

6.1. The Contractor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

6.1.1. Community needs assessments;

6.1.2. Public health performance assessments; and

6.1.3. Regional health improvement plans under development.

6.2. The Contractor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

7. Required Meetings & Trainings

7.1. The Contractor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

7.1.1. MCHS Agency Directors' meetings;

7.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

7.1.3. MCHS Agency Medical Services Directors' meetings.

8. Workplans, Outcome Reports & Additional Reporting Requirements

8.1. The Contractor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

8.2. The Contractor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

8.3. The Contractor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

8.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

8.3.2. Staff list, defining;

8.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

8.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

8.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Contractor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

9. On-Site Reviews

9.1. The Contractor shall permit a team or person authorized by the Department to periodically review the Contractor's:

9.1.1. Systems of governance.

9.1.2. Administration.

9.1.3. Data collection and submission.

9.1.4. Clinical and financial management.

9.1.5. Delivery of education services.

9.1.6. Delivery of Primary Care Services within the Specific County of service

9.2. The Contractor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Contractor shall ensure information includes, but is not limited to:

9.2.1. Client records.

9.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

9.3. The Contractor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

10. Performance Measures

10.1. The Contractor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

10.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. **Definitions**

   1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

   1.1.1. The calendar year, (January 1st through December 31st); or

   1.1.2. The state fiscal year (July 1st through June 30th).

   1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

   1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

   1.4. **NQF** – National Quality Forum

   1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

   1.6. **UDS** – Uniform Data System

   1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. **MCHS PRIMARY CARE PERFORMANCE MEASURES**

   2.1. **Breastfeeding**

   2.1.1. Percent of infants who are ever breastfed (Title V PM #4).

   2.1.1.1. Numerator: All patient infants who were ever breastfed or received breast milk.

   2.1.1.2. Numerator Note: The American Academy of Pediatrics recommends all infants exclusively breastfeed for about six (6) months as human milk supports optimal growth and development by providing all required nutrients during that time.

   2.1.1.3. Denominator: All patient infants born in the measurement year.

   2.2. **Preventive Health: Lead Screening**

   2.2.1. Percent of children three (3) years of age who had two (2) or more capillary or venous lead blood test for lead poisoning by their third birthday. (NH MCHS).

   2.2.1.1. Numerator: All patient children who received at least one capillary or venous lead screening test between nine (9) months to eighteen (18) months of age **AND** one (1) capillary or venous lead screening test between nineteen (19) to thirty (30) months of age.

   2.2.1.2. Denominator: All patient children who turned three (3) years old during the measurement year that had at least one (1) medical visit during the measurement year.

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2.3. **Preventive Health: Adolescent Well-Care Visit**

2.3.1. Percent of adolescents, twelve (12) through twenty-one (21) years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year (HEDIS).

2.3.1.1. Numerator: Number of adolescents, ages 12 through 21 years of age who had at least one (1) comprehensive well-care visit with a PCP or an OB/GYN practitioner during the measurement year.

2.3.1.2. Denominator: Number of patient adolescents, ages 12 through 21 years of age by the end of the measurement year.

2.4. **Preventive Health: Depression Screening**

2.4.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

2.4.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.

2.4.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

2.4.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

2.4.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.

2.4.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.4.2. Maternal Depression Screening

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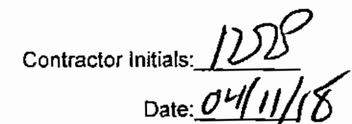

2.4.2.1. Percentage of women who are screened for clinical depression during any visit up to twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NH MCHS).

2.4.2.1.1. Numerator: Women who are screened for clinical depression during the first twelve (12) weeks following delivery using an appropriate standardized depression screening tool AND if screened positive have documented follow-up plan.

2.4.2.1.2. Numerator Note: Numerator includes women who screened negative PLUS women who screened positive AND have documented follow-up plan.

2.4.2.1.3. Denominator: All women who had any office visit up to twelve (12) weeks following delivery during the measurement year.

2.4.2.1.4. Denominator Exception: Documentation of depression screening not performed due to medical contraindicated or patient refusal.

2.4.2.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as Suicide Risk Assessment and/or referral to a practitioner who is qualified to diagnose and treat depression, and/or notification of primary care provider.

2.5. **Preventive Health: Obesity Screening**

2.5.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.5.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

2.5.1.2. Age 18 through 64 BMI ≥ 18.5 and < 25

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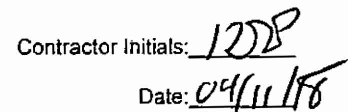

2.5.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.5.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.5.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.5.2. Percent of patients aged 3 through 17 who had evidence of BMI percentile documentation AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year (UDS).

2.5.2.1. Numerator: Number of patients in the denominator who had their BMI percentile (not just BMI or height and weight) documented during the measurement year AND who had documentation of counseling for nutrition AND who had documentation of counseling for physical activity during the measurement year.

2.5.2.2. Denominator: Number of patients who were one year after their second birthday (i.e., were 3 years of age) through adolescents who were aged up to one year past their 16th birthday (i.e., up until they were 17) at some point during the measurement year, who had at least one medical visit during the reporting year, and were seen by the health center for the first time prior to their 17th birthday.

2.6. **Preventive Health: Tobacco Screening**

2.6.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.6.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most

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recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

2.6.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.6.1.4. Definitions:

2.6.1.4.1. Tobacco Use: Includes any type of tobacco.

2.6.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.6.2. Percent of women who are screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user (NH MCHS).

2.6.2.1. Numerator: Pregnant women who were screened for tobacco use during each trimester AND who received tobacco cessation counseling intervention if identified as a tobacco user.

2.6.2.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.6.2.3. Denominator: All women who delivered a live birth in the measurement year.

2.6.2.4. Definitions:

2.6.2.4.1. Tobacco Use: Includes any type of tobacco

2.6.2.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy

2.7. **At Risk Population: Hypertension**

2.7.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.7.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

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2.7.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.8. **Patient Safety: Falls Screening**

2.8.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.8.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.8.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.9. **SBIRT**

2.9.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.9.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.9.1.4. Definitions:

2.9.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.9.1.4.2. Brief Intervention: Includes guidance or counseling.

2.9.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

2.9.2. Percent of pregnant women who were screened, using a formal valid screening tool, for substance use, during every trimester they are

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enrolled in the prenatal program AND if positive, received a brief intervention or referral to services (NH MCHS).

2.9.2.1. Numerator: Number of women in the denominator who were screened for substance use, using a formal and valid screening tool, during each trimester that they were enrolled in the prenatal program AND if positive, received a brief intervention or referral to services

2.9.2.2. Numerator Note: numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.9.2.3. Denominator: Number of women enrolled in the agency prenatal program and who had a live birth during the measurement year.

Exhibit A-2 – Report Timing Requirements

1.1. **Primary Care Services Reporting Requirements**

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.1.4. The Vendor shall establish and provide baseline data of Primary Care Services being provided; specific to Merrimack and Northern Hillsborough Counties, using Exhibit A-1 Reporting Metrics. This data is to be submitted via the Primary Care Services Measure Data Trend Table (DTT) within thirty (30) days of G&C approval,

1.1.5. The following reports are required to be submitted within 30 days of G&C approval:

1.1.5.1. The Vendor is required to submit a minimum of two (2) Quality Improvement (QI) projects specific to the target population served by this contract (Merrimack and Northern Hillsborough County), which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of targeted patient groups.

1.1.5.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Adolescent Well Visits for SFY 2018 – 2019)

1.1.5.1.2. The other quality improvement project(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

Contractor Initials: [handwritten initials]
Date: 04/11/18

Exhibit A-2 – Report Timing Requirements

1.1.5.2. The Vendor is required to submit at least one Enabling Service Workplan specific to the target population served by this contract (Merrimack and Northern Hillsborough County) that includes a detailed description of the enabling services funded by this contract. This shall be developed and submitted according to the schedule and instructions provided by MCHS. The vendor will be notified at least thirty (30) days in advance of any changes in the submission schedule.

1.2. **Annual Reports**

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.2.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.2.2. Staff list, defining;

1.2.1.1.2.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.2.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year, specific to patients served within Merrimack and Northern Hillsborough Counties;

Contractor Initials: [illegible]
Date: 04/11/18

Exhibit A-2 – Report Timing Requirements

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1.1. Primary Care Services Performance Measure Data; specific to Merrimack and Northern Hillsborough Counties, using Exhibit A-1 Reporting Metrics. This data is to be submitted via the Primary Care Services Measure Data Trend Table (DTT), Due July 31 (measurement period July 1– June 30) and;

1.3.1.2. Primary Care Services Performance Measure Data; specific to Merrimack and Northern Hillsborough Counties, using Exhibit A-1 Reporting Metrics. This data is to be submitted via the Primary Care Services Measure Data Trend Table (DTT), Due January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF), for the entire population served by the Contractor;

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

    4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

    4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

        4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

        4.2.2. Onsite reviews may be required.

    4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

    4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

        Financial Administrator

        Department of Health and Human Services

        Division of Public Health

        29 Hazen Dr.

        Concord, NH 03301

Exhibit B

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

New Hampshire Department of Health and Human Services

Bidder/Program Name: White Mountain Community Health Center

Budget Request for: Primary Care Services for Specific Counties

Budget Period: April 1, 2018 thru June 30, 2018

	A	B	C	D	E	F	G	H	I	J
11		Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
12-13	Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
14	1. Total Salary/Wages	$ 131,469.00	$ -	$ 131,469.00	$ 103,381.50	$ -	$ 103,381.50	$ 28,087.50	$ -	$ 28,087.50
15	2. Employee Benefits	$ 18,931.50	$ -	$ 18,931.50	$ 14,887.00	$ -	$ 14,887.00	$ 4,044.50	$ -	$ 4,044.50
16	3. Consultants	$ 1,755.50	$ -	$ 1,755.50	$ 755.50	$ -	$ 755.50	$ 1,000.00	$ -	$ 1,000.00
17	4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
18	Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
19	Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
20	Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
21	5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
22	Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
23	Lab	$ 97.50	$ -	$ 97.50	$ 70.00	$ -	$ 70.00	$ 27.50	$ -	$ 27.50
24	Pharmacy	$ 2,175.00	$ -	$ 2,175.00	$ 2,025.00	$ -	$ 2,025.00	$ 150.00	$ -	$ 150.00
25	Medical	$ -	$ 1,653.25	$ 1,653.25	$ -	$ 1,653.25	$ 1,653.25	$ -	$ -	$ -
26	Office	$ -	$ 750.00	$ 750.00	$ -	$ 750.00	$ 750.00	$ -	$ -	$ -
27	6. Travel	$ 200.00	$ 909.00	$ 1,109.00	$ -	$ 909.00	$ 909.00	$ 200.00	$ -	$ 200.00
28	7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
29	8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30	Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
31	Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
32	Subscriptions	$ -	$ 1,109.00	$ 1,109.00	$ -	$ 1,109.00	$ 1,109.00	$ -	$ -	$ -
33	Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
34	Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
35	Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
36	9. Software	$ -	$ 612.50	$ 612.50	$ -	$ 612.50	$ 612.50	$ -	$ -	$ -
37	10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
38	11. Staff Education and Training	$ 386.25	$ -	$ 386.25	$ 250.00	$ -	$ 250.00	$ 136.25	$ -	$ 136.25
39	12. Subcontracts/Agreements	$ 20,463.50	$ -	$ 20,463.50	$ 9,987.25	$ -	$ 9,987.25	$ 10,476.25	$ -	$ 10,476.25
40	13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
41		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
42		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
43		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
44	TOTAL	$ 175,478.25	$ 5,033.75	$ 180,512.00	$ 131,356.25	$ 5,033.75	$ 136,390.00	$ 44,122.00	$ -	$ 44,122.00
45	Indirect As A Percent of Direct		2.9%							
46					74.9%			25.1%		

Contractor's Initials ____
Date ____

Exhibit B-2

	A	B	C	D	E	F	G	H	I	J
1	New Hampshire Department of Health and Human Services									
2										
3										
4	Bidder/Program Name:	White Mountain Community Health Center								
5										
6	Budget Request for:	Primary Care Services for Specific Counties								
7										
8										
9	Budget Period:	July 1, 2018 thru June 30, 2019								
10										
11		Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
12		Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
13	Line Item	Incremental	Fixed		Incremental	Fixed		Incremental	Fixed	
14	1. Total Salary/Wages	$ 525,876.00	$ -	$ 525,876.00	$ 413,526.00	$ -	$ 413,526.00	$ 112,350.00	$ -	$ 112,350.00
15	2. Employee Benefits	$ 75,726.00	$ -	$ 75,726.00	$ 59,548.00	$ -	$ 59,548.00	$ 16,178.00	$ -	$ 16,178.00
16	3. Consultants	$ 7,022.00	$ -	$ 7,022.00	$ 3,022.00	$ -	$ 3,022.00	$ 4,000.00	$ -	$ 4,000.00
17	4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
18	Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
19	Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
20	Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
21	5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
22	Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
23	Lab	$ 390.00	$ -	$ 390.00	$ 280.00	$ -	$ 280.00	$ 110.00	$ -	$ 110.00
24	Pharmacy	$ 8,700.00	$ -	$ 8,700.00	$ 8,100.00	$ -	$ 8,100.00	$ 600.00	$ -	$ 600.00
25	Medical	$ -	$ 6,613.00	$ 6,613.00	$ -	$ 6,613.00	$ 6,613.00	$ -	$ -	$ -
26	Office	$ -	$ 3,000.00	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00	$ -	$ -	$ -
27	6. Travel	$ 800.00	$ 3,636.00	$ 4,436.00	$ -	$ 3,636.00	$ 3,636.00	$ 800.00	$ -	$ 800.00
28	7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
29	8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30	Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
31	Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
32	Subscriptions	$ -	$ 4,436.00	$ 4,436.00	$ -	$ 4,436.00	$ 4,436.00	$ -	$ -	$ -
33	Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
34	Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
35	Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
36	9. Software	$ -	$ 2,450.00	$ 2,450.00	$ -	$ 2,450.00	$ 2,450.00	$ -	$ -	$ -
37	10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
38	11. Staff Education and Training	$ 1,545.00	$ -	$ 1,545.00	$ 1,000.00	$ -	$ 1,000.00	$ 545.00	$ -	$ 545.00
39	12. Subcontracts/Agreements	$ 81,854.00	$ -	$ 81,854.00	$ 39,949.00	$ -	$ 39,949.00	$ 41,905.00	$ -	$ 41,905.00
40	13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
41		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
42		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
43		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
44	TOTAL	$ 701,913.00	$ 20,135.00	$ 722,048.00	$ 525,425.00	$ 20,135.00	$ 545,560.00	$ 176,488.00	$ -	$ 176,488.00
45	Indirect As A Percent of Direct		2.9%	722,048.00						
46					74.9%			25.1%		

Contractor's Initials [handwritten initials]

Date 4/11/18

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder/Program Name: White Mountain Community Health Center

Budget Request for: Primary Care Services for Specific Counties

Budget Period: July 1, 2019 thru March 31, 2020

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 394,407.00	$ -	$ 394,407.00	$ 310,144.50	$ -	$ 310,144.50	$ 84,262.50	$ -	$ 84,262.50
2. Employee Benefits	$ 56,794.50	$ -	$ 56,794.50	$ 44,661.00	$ -	$ 44,661.00	$ 12,133.50	$ -	$ 12,133.50
3. Consultants	$ 5,266.50	$ -	$ 5,266.50	$ 2,266.50	$ -	$ 2,266.50	$ 3,000.00	$ -	$ 3,000.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ 292.50	$ -	$ 292.50	$ 210.00	$ -	$ 210.00	$ 82.50	$ -	$ 82.50
Pharmacy	$ 6,525.00	$ -	$ 6,525.00	$ 6,075.00	$ -	$ 6,075.00	$ 450.00	$ -	$ 450.00
Medical	$ -	$ 4,959.75	$ 4,959.75	$ -	$ 4,959.75	$ 4,959.75	$ -	$ -	$ -
Office	$ -	$ 2,250.00	$ 2,250.00	$ -	$ 2,250.00	$ 2,250.00	$ -	$ -	$ -
6. Travel	$ 600.00	$ 2,727.00	$ 3,327.00	$ -	$ 2,727.00	$ 2,727.00	$ 600.00	$ -	$ 600.00
7. Occupancy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ 3,327.00	$ 3,327.00	$ -	$ 3,327.00	$ 3,327.00	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ 1,837.50	$ 1,837.50	$ -	$ 1,837.50	$ 1,837.50	$ -	$ -	$ -
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,158.75	$ -	$ 1,158.75	$ 750.00	$ -	$ 750.00	$ 408.75	$ -	$ 408.75
12. Subcontracts/Agreements	$ 61,390.50	$ -	$ 61,390.50	$ 29,961.75	$ -	$ 29,961.75	$ 31,428.75	$ -	$ 31,428.75
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 526,434.75	$ 15,101.25	$ 541,536.00	$ 394,068.75	$ 15,101.25	$ 409,170.00	$ 132,366.00	$ -	$ 132,366.00
Indirect As A Percent of Direct		2.9%	$ 541,536.00						
				74.9%			25.1%		

Contractor's Initials 1258

Date 04/11/18

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

    CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

    (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

    (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

    (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
    When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)
248 White Mountain Hwy (Rt16)
PO Box 2800
Conway, NH 03818

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

04/11/18
Date

Name: Kenneth Porter
Title: Executive Director

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

04/11/18
Date

Name: Kenneth Porter
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

04/11/18
Date

Name: Kenneth Porter
Title: Executive Director

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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:

04/11/18
Date

Name: Kenneth Porter
Title: Executive Director

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

04/11/18
Date

Name: Executive Director
Title: Kenneth Porter

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Contractor Initials [illegible]

Date 04/11/18

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	White Mountain Community Health Center
The State	Name of the Contractor
[signature]	[signature]
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Kenneth Porter
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	Executive Director
Title of Authorized Representative	Title of Authorized Representative
4/26/18	04/11/18
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: White Mountain Community Health Center

04/11/18
Date

Name: Kenneth Porter
Title: Executive Director

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 030049048

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X KDP NO ________ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   ________ NO ________ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: ______________________ Amount: ____________

   Name: ______________________ Amount: ____________

   Name: ______________________ Amount: ____________

   Name: ______________________ Amount: ____________

   Name: ______________________ Amount: ____________

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

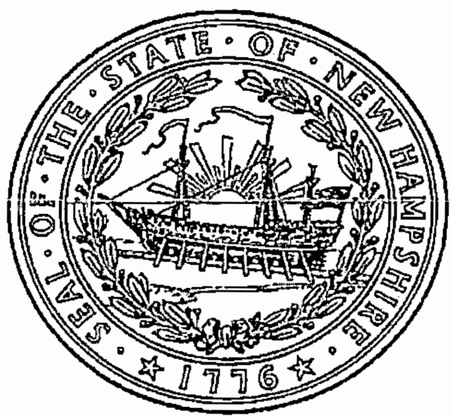
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WHITE MOUNTAIN COMMUNITY HEALTH CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 01, 1981. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **62590**

Certificate Number : **0004080412**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of April A.D. 2018.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

I, Amy Carter, do hereby certify that:

1. I am a duly elected Officer of White Mountain Community Health Center.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 23, 2017:

RESOLVED: That the Executive Director is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 11th day of April 2018.

4. Kenneth Porter is the duly elected Executive Director of the Agency.

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 11th day of April, 2018, by Amy Carter.

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

HERS, Notary Public
Expires August 5, 2019

Commission Expires: DIANE BROTHERS, Notary Public
My Commission Expires August 5

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/2/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tracey Guignard	
Noyes Hall & Allen Insurance	PHONE (A/C, No, Ext): (207) 799-5541	FAX (A/C, No):
170 Ocean St.	E-MAIL ADDRESS: tguignard@nha-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
South Portland ME 04106	INSURER A : Medical Mutual Insurance Company	
INSURED	INSURER B :	
White Mountain Community Health Center	INSURER C :	
PO Box 2800	INSURER D :	
	INSURER E :	
North Conway NH 03818	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR			NHHCP004254	01/01/2018	01/01/2019	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
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; PRO-JECT; LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB; OCCUR			NHUMB004256	01/01/2018	01/01/2019	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB; X CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED; RETENTION $ 10000						Retrodate 12/05/1989	$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE; OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Medical PRofessiona Liability Claims Made			NHHCP004254	01/01/2018	01/01/2019	Each Loss	1,000,000
							Aggregate	3,000,000
							Retrodate 12/05/1989	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance of Medical Malpractice Coverage
Claims Made Retro Date: 12/05/1989

CERTIFICATE HOLDER	CANCELLATION
White Mountain Community Health Center	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
P.O. Box 2800	AUTHORIZED REPRESENTATIVE
Conway NH 03818	Tracey Guignard

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Chalmers Insurance Group - North Conway
PO Box 2480
3277 White Mountain Highway
North Conway NH 03860

CONTACT NAME: Heather Clement
PHONE (A/C, No, Ext): (603)356-6926 FAX (A/C, No): (603)356-6934
E-MAIL ADDRESS: HClement@chalmersInsuranceGroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Co.	25658
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
White Mountain Community Health Center
PO Box 2800
Conway NH 03818

COVERAGES CERTIFICATE NUMBER: 18-19 WC REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE / OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC; OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY; ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; HIRED AUTOS ONLY; NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR; EXCESS LIAB / CLAIMS-MADE; DED; RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB9H902615	01/01/2018	01/01/2019	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: DHHS-Contract Unit
Primary Care

CERTIFICATE HOLDER
DHHS Contracts & Procurement
129 Pleasant Street
Concord NH 03301

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Helen W. Goss

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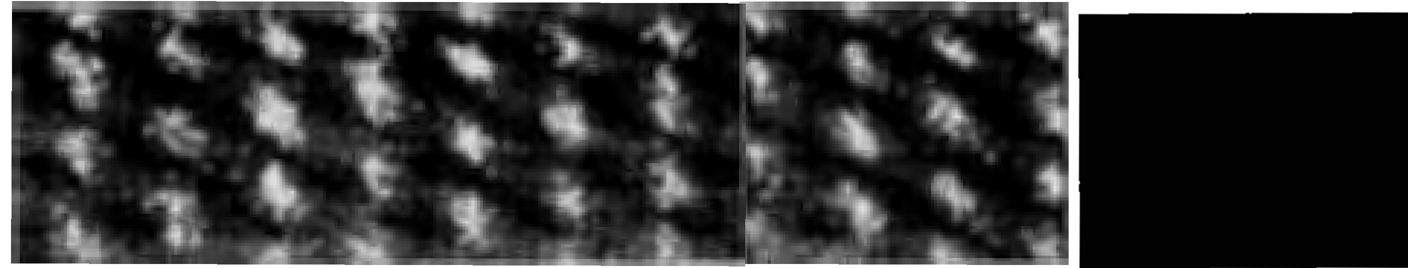
Whole Person. Whole Family. Whole Valley.
298 White Mt. Hwy • PO Box 2800 • Conway, NH 03818 • 603-447-8900

Mission Statement

White Mountain Community Health Center provides comprehensive, high-quality primary care services and health education on a sustainable basis to women, men and children in the Mount Washington Valley community regardless of ability to pay.



WHITE MOUNTAIN COMMUNITY HEALTH CENTER

FINANCIAL STATEMENTS

June 30, 2016 and 2015

With Independent Auditor's Report

INDEPENDENT AUDITOR'S REPORT

Board of Directors
White Mountain Community Health Center

We have audited the accompanying financial statements of White Mountain Community Health Center, which comprise the balance sheets as of June 30, 2016 and 2015, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of White Mountain Community Health Center as of June 30, 2016 and 2015, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
August 25, 2016

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Balance Sheets

June 30, 2016 and 2015

ASSETS

	2016	2015
Current assets		
Cash	$ 219,279	$ 230,057
Patient accounts receivable, less allowance for uncollectible accounts of $17,862 in 2016 and $31,172 in 2015	87,519	74,128
Other receivables	91,388	33,580
Prepaid expenses	28,618	29,908
Total current assets	426,804	367,673
Long-term investments	230,317	236,512
Assets limited as to use	22,593	30,914
Property and equipment, net	135,384	189,361
Total assets	$ 815,098	$ 824,460

LIABILITIES AND NET ASSETS

	2016	2015
Current liabilities		
Accounts payable and accrued expenses	$ 13,781	$ 14,531
Accrued payroll and related amounts	57,712	60,328
Deferred revenue	74,822	30,025
Total current liabilities and total liabilities	146,315	104,884
Net assets		
Unrestricted	646,190	688,662
Temporarily restricted	22,593	30,914
Total net assets	668,783	719,576
Total liabilities and net assets	$ 815,098	$ 824,460

The accompanying notes are an integral part of these financial statements.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Statements of Operations

Years Ended June 30, 2016 and 2015

	2016	2015
Unrestricted revenues, gains, and other support		
Patient service revenue	$ 838,478	$ 865,501
Provision for bad debts	(15,500)	(26,906)
Net patient service revenue	822,978	838,595
Government and private grants	558,244	525,221
In-kind contributions	59,004	59,004
Other operating revenue	12,897	20,041
Net assets released from restrictions for operations	4,185	5,208
Total unrestricted revenues, gains, and other support	1,457,308	1,448,069
Operating expenses		
Salaries and benefits	1,033,207	1,025,793
Professional fees and contract services	133,328	145,445
Other operating expenses	205,404	205,750
Program supplies	74,157	85,050
Depreciation	67,512	45,872
In-kind contribution expenses	59,004	59,004
Total expenses	1,572,612	1,566,914
Operating loss	(115,304)	(118,845)
Other revenue and gains (losses)		
Investment income	4,715	2,231
Contributions	61,582	70,709
Change in fair value of investments	(7,100)	(714)
Total other revenue and gains (losses)	59,197	72,226
Deficit of revenues over expenses	(56,107)	(46,619)
Net assets released from restrictions for capital acquisition	13,635	37,000
Decrease in unrestricted net assets	$ (42,472)	$ (9,619)

The accompanying notes are an integral part of these financial statements.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Statements of Changes in Net Assets

Years Ended June 30, 2016 and 2015

	2016	2015
Unrestricted net assets		
Deficit of revenues over expenses	$ (56,107)	$ (46,619)
Net assets released for capital acquisition	13,635	37,000
Change in unrestricted net assets	(42,472)	(9,619)
Temporarily restricted net assets		
Contributions	9,499	53,983
Net assets released for capital acquisition	(13,635)	(37,000)
Net assets released for operations	(4,185)	(5,208)
Change in temporarily restricted net assets	(8,321)	11,775
Change in net assets	(50,793)	2,156
Net assets, beginning of year	719,576	717,420
Net assets, end of year	$ 668,783	$ 719,576

The accompanying notes are an integral part of these financial statements.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Statements of Cash Flows

Years Ended June 30, 2016 and 2015

	2016	2015
Cash flows from operating activities		
Change in net assets	$ (50,793)	$ 2,156
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation	67,512	45,872
Provision for bad debts	15,500	26,906
Restricted contributions	(9,499)	(53,983)
Change in fair value of investments	7,100	714
(Increase) decrease in		
Patient accounts receivable	(28,891)	(29,306)
Other receivables	(57,808)	49,945
Prepaid expenses	1,290	(8,164)
Increase (decrease) in		
Accounts payable and accrued expenses	(750)	(40,466)
Accrued payroll and related expenses	(2,616)	(27,336)
Deferred revenue	44,797	(12,270)
Net cash used by operating activities	(14,158)	(45,932)
Cash flows from investing activities		
Decrease (increase) in assets limited as to use	7,416	(14,552)
Capital expenditures	(13,535)	(36,800)
Net cash used by investing activities	(6,119)	(51,352)
Cash flows from financing activities		
Restricted contributions	9,499	53,983
Net cash provided by financing activities	9,499	53,983
Net decrease in cash	(10,778)	(43,301)
Cash, beginning of year	230,057	273,358
Cash, end of year	$ 219,279	$ 230,057

The accompanying notes are an integral part of these financial statements.

1. Summary of Significant Accounting Policies

Organization and Nature of Business

White Mountain Community Health Center (the Center) is a non-profit corporation organized in New Hampshire.

The Center's primary purpose is to provide comprehensive primary and preventative healthcare services to the residents in the town of Conway and surrounding communities.

On October 24, 2014, the Center's bylaws were modified, removing the sole member of the Center from Mt. Washington Valley Development Foundation (the Foundation). The change eliminated the legal affiliation with the Foundation. The Center continues to maintain strong functional relationships with The Memorial Hospital (TMH) and other healthcare providers in the area, providing an integrated network of patient services.

Income Taxes

The Center is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Center is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Center's tax positions and concluded that the Center has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Allowance For Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing the Center's past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	2016	2015
Balance, beginning of year	$ **31,172**	$ 25,366
Provision for bad debts	**15,500**	26,906
Write-offs	**(28,810)**	(21,100)
Balance, end of year	$ **17,862**	$ 31,172

Governmental and Private Grants

Grants are provided to support specific programs and are subject to various budgetary restrictions. The different between the full grand awards and the amount received to date is recognized as a receivable. The different between the full grant award and the amount earned to date is reported as deferred revenue.

Investments

The Center reports investments at fair value, and has elected to report all gains and losses in the deficit of revenue over expenses to simplify the presentation of these accounts in the statement of operations unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

Assets Limited As To Use

Assets limited as to use is comprised of donor-restricted cash contributions.

Cash and cash equivalents included in assets limited as to use are excluded from cash for cash flow purposes.

Property and Equipment

Property and equipment are carried at cost, less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Depreciation is computed on the straight-line method and is provided over the estimated useful life of each class of depreciable asset.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Center have been limited by donors to a specific time period or purpose and include the change in fair value on permanently restricted investments until appropriated by the Board of Directors.

Permanently restricted net assets have been restricted by donors to be maintained by the Center in perpetuity. For the years ended June 30, 2016 and 2015, there were no permanently restricted net assets.

Patient Service Revenue

Charges for services to patients are recorded as revenue when services are rendered. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Center's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Contributions

Unconditional promises to give cash and other assets to the Center are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

2. Investments

Investments are stated at fair value and consisted of the following:

	2016	2015
Cash and cash equivalents	$ 27,291	$ 26,766
Marketable equity securities	13,090	13,622
Mutual funds	189,936	196,124
Total investments	$ 230,317	$ 236,512

Fair Value Measurement

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair value of all of the Center's investments is measured on a recurring basis using Level 1 inputs.

3. Property and Equipment

A summary of property and equipment is as follows:

	2016	2015
Building improvements	$ 28,879	$ 19,379
Furniture	44,855	44,855
Equipment	430,592	426,557
Total cost	504,326	490,791
Less accumulated depreciation	(368,942)	(301,430)
Property and equipment, net	$ 135,384	$ 189,361

4. Line of Credit

The Center has a $100,000 available line of credit with a bank. Interest on borrowings is charged at prime plus 2%. The credit line expires September 30, 2020. There was no outstanding balance for the years ended June 30, 2016 and 2015.

5. Patient Service Revenue

A summary of patient service revenue by payer is as follows:

	2016	2015
Medicaid	$ 452,515	$ 546,550
Medicare	39,932	37,698
Third-party insurance	220,377	163,950
Patient pay	125,654	117,303
Total	$ 838,478	$ 865,501

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs.

The Center believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

The Center recorded a favorable change in Medicaid revenue from retroactive rate adjustments amounting to $11,509 in 2016 and $91,813 in 2015.

The Center provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Center does not pursue collection of amounts determined to qualify as charity care, the revenue is recorded net of the free care allowance. The Center estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Center's charity care policy amounted to $76,193 in 2016 and $194,162 in 2015.

The Center is able to provide these services with a component of funds received through local community support and federal and state grants.

6. Retirement Plan

The Center has adopted a 403(b) retirement plan covering substantially all employees. Contributions by the Center to the plan amounted to $16,930 in 2016 and $16,538 in 2015.

7. Functional Expenses

The Center provides general healthcare services to residents within its geographic location. Expenses related to providing these services were as follows:

	2016	2015
Program services	**$ 1,318,443**	$ 1,317,142
General and administrative	**254,169**	249,772
Total	**$ 1,572,612**	$ 1,566,914

8. Concentration of Risk

The Center grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. At June 30, 2016, Medicaid represented 40% of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

9. Malpractice Claims

The Center insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at June 30, 2016 which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents which require loss accrual. The Center intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

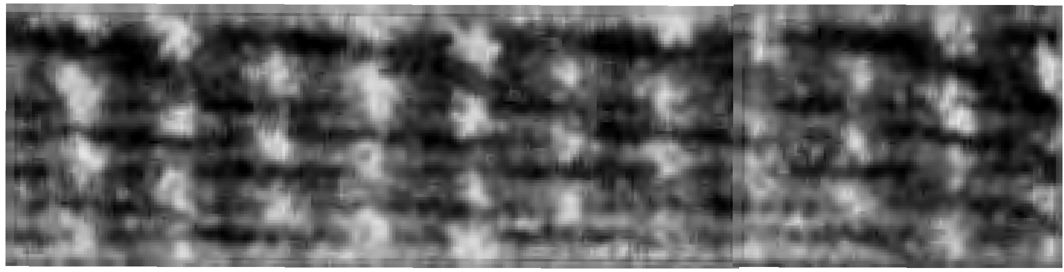
10. Donations In-Kind

TMH provides the Center with office and clinic space located in Conway, New Hampshire at no cost. In-kind contributions from TMH to the Center amounted to $59,004 for the years ended June 30, 2016 and 2015.

TMH also provided monies for the Center to purchase physician services and to support the dental clinic in the amount of $80,000 for the years ended June 30, 2016 and 2015.

11. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through August 25, 2016, which is the date the financial statements were available to be issued.



FINANCIAL STATEMENTS

June 30, 2017 and 2016

With Independent Auditor's Report

INDEPENDENT AUDITOR'S REPORT

Board of Directors
White Mountain Community Health Center

We have audited the accompanying financial statements of White Mountain Community Health Center, which comprise the balance sheets as of June 30, 2017 and 2016, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of White Mountain Community Health Center as of June 30, 2017 and 2016, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 20, 2017

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Balance Sheets

June 30, 2017 and 2016

ASSETS

	2017	2016
Current assets		
Cash	$ 176,339	$ 219,279
Patient accounts receivable, less allowance for uncollectible accounts of $17,862	93,633	87,519
Other receivables	57,727	91,388
Prepaid expenses	14,624	28,618
Total current assets	342,323	426,804
Investments	245,481	230,317
Assets limited as to use	37,119	22,593
Property and equipment, net	79,887	135,384
Total assets	$ 704,810	$ 815,098

LIABILITIES AND NET ASSETS

	2017	2016
Current liabilities		
Accounts payable and accrued expenses	$ 16,845	$ 13,781
Accrued payroll and related amounts	66,639	57,712
Deferred revenue	62,045	74,822
Total current liabilities and total liabilities	145,529	146,315
Net assets		
Unrestricted	522,162	646,190
Temporarily restricted	37,119	22,593
Total net assets	559,281	668,783
Total liabilities and net assets	$ 704,810	$ 815,098

The accompanying notes are an integral part of these financial statements.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Statements of Operations

Years Ended June 30, 2017 and 2016

	2017	2016
Unrestricted revenues, gains, and other support		
Patient service revenue	$ 768,291	$ 838,478
Provision for bad debts	(39,459)	(15,500)
Net patient service revenue	728,832	822,978
Government and private grants	576,099	558,244
In-kind contributions	59,004	59,004
Other operating revenue	13,807	12,897
Net assets released from restrictions for operations	23,312	4,185
Total unrestricted revenues, gains, and other support	1,401,054	1,457,308
Operating expenses		
Salaries and benefits	1,050,354	1,033,207
Professional fees and contract services	116,986	133,328
Other operating expenses	288,489	264,408
Program supplies	75,756	74,157
Depreciation	68,286	67,512
Total expenses	1,599,871	1,572,612
Operating loss	(198,817)	(115,304)
Other revenue and gains (losses)		
Investment income	1,685	4,715
Contributions	45,983	61,582
Change in fair value of investments	17,121	(7,100)
Total other revenue and gains	64,789	59,197
Deficit of revenues over expenses	(134,028)	(56,107)
Net assets released from restrictions for capital acquisition	10,000	13,635
Decrease in unrestricted net assets	$ (124,028)	$ (42,472)

The accompanying notes are an integral part of these financial statements.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Statements of Changes in Net Assets

Years Ended June 30, 2017 and 2016

	2017	2016
Unrestricted net assets		
Deficit of revenues over expenses	$ (134,028)	$ (56,107)
Net assets released for capital acquisition	10,000	13,635
Change in unrestricted net assets	(124,028)	(42,472)
Temporarily restricted net assets		
Contributions	47,838	9,499
Net assets released for capital acquisition	(10,000)	(13,635)
Net assets released for operations	(23,312)	(4,185)
Change in temporarily restricted net assets	14,526	(8,321)
Change in net assets	(109,502)	(50,793)
Net assets, beginning of year	668,783	719,576
Net assets, end of year	$ 559,281	$ 668,783

The accompanying notes are an integral part of these financial statements.

WHITE MOUNTAIN COMMUNITY HEALTH CENTER

Statements of Cash Flows

Years Ended June 30, 2017 and 2016

	2017	2016
Cash flows from operating activities		
Change in net assets	**$ (109,502)**	$ (50,793)
Adjustments to reconcile change in net assets to net cash used by operating activities		
Depreciation	**68,286**	67,512
Provision for bad debts	**39,459**	15,500
Restricted contributions	**(47,838)**	(9,499)
Change in fair value of investments	**(17,121)**	7,100
(Increase) decrease in		
Patient accounts receivable	**(45,573)**	(28,891)
Other receivables	**33,661**	(57,808)
Prepaid expenses	**13,994**	1,290
Increase (decrease) in		
Accounts payable and accrued expenses	**3,064**	(750)
Accrued payroll and related expenses	**8,927**	(2,616)
Deferred revenue	**(12,777)**	44,797
Net cash used by operating activities	**(65,420)**	(14,158)
Cash flows from investing activities		
Change in long-term investments	**1,957**	(907)
(Increase) decrease in assets limited as to use	**(14,526)**	8,321
Capital expenditures	**(12,789)**	(13,535)
Net cash used by investing activities	**(25,358)**	(6,119)
Cash flows from financing activities		
Restricted contributions	**47,838**	9,499
Net decrease in cash	**(42,940)**	(10,778)
Cash, beginning of year	**219,279**	230,057
Cash, end of year	**$ 176,339**	$ 219,279

The accompanying notes are an integral part of these financial statements.

1. Summary of Significant Accounting Policies

Organization and Nature of Business

White Mountain Community Health Center (the Center) is a non-profit corporation organized in New Hampshire.

The Center's primary purpose is to provide comprehensive primary and preventative healthcare services to the residents in the town of Conway and surrounding communities.

Income Taxes

The Center is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Center is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Center's tax positions and concluded that the Center has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Investments

The Center reports investments at fair value, and has elected to report all gains and losses in the deficit of revenue over expenses to simplify the presentation of these accounts in the statement of operations unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

Allowance For Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing the Center's past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	2017	2016
Balance, beginning of year	$ 17,862	$ 31,172
Provision for bad debts	39,459	15,500
Write-offs	(39,459)	(28,810)
Balance, end of year	$ 17,862	$ 17,862

The increase in the provision for bad debts is primarily due to an increase in self-pay patients and credentialing delays for additional providers.

Assets Limited As To Use

Assets limited as to use is comprised of donor-restricted cash contributions.

Cash and cash equivalents comprise assets limited as to use and are excluded from cash for cash flow purposes.

Governmental and Private Grants

Grants are provided to support specific programs and are subject to various budgetary restrictions. The different between the full grand awards and the amount received to date is recognized as a receivable. The different between the full grant award and the amount earned to date is reported as deferred revenue.

Property and Equipment

Property and equipment are carried at cost, less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Depreciation is computed on the straight-line method and is provided over the estimated useful life of each class of depreciable asset.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Center have been limited by donors to a specific time period or purpose and include the change in fair value on permanently restricted investments until appropriated by the Board of Directors.

Permanently restricted net assets are those restricted by donors to be maintained by the Center in perpetuity. For the years ended June 30, 2017 and 2016, there were no permanently restricted net assets.

Patient Service Revenue

Charges for services to patients are recorded as revenue when services are rendered. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Center's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Contributions

Unconditional promises to give cash and other assets to the Center are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

2. Investments

Investments are stated at fair value and consisted of the following:

	2017	2016
Cash and cash equivalents	**$ 7,577**	$ 27,291
Marketable equity securities	**98,064**	13,090
Mutual funds	**139,840**	189,936
Total investments	**$ 245,481**	$ 230,317

Fair Value Measurement

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair value of all of the Center's investments is measured on a recurring basis using Level 1 inputs.

3. Property and Equipment

A summary of property and equipment is as follows:

	2017	2016
Building improvements	$ 28,879	$ 28,879
Furniture	44,855	44,855
Equipment	443,381	430,592
Total cost	517,115	504,326
Less accumulated depreciation	(437,228)	(368,942)
Property and equipment, net	$ 79,887	$ 135,384

4. Line of Credit

The Center has a $100,000 unsecured line of credit available with a local bank. Interest on borrowings is charged at prime plus 2%. The credit line expires September 30, 2020. There was no outstanding balance for the years ended June 30, 2017 and 2016.

5. Patient Service Revenue

A summary of patient service revenue by payer is as follows:

	2017	2016
Medicaid	$ 343,987	$ 452,515
Medicare	47,881	39,932
Third-party insurance	211,619	220,377
Patient pay	164,804	125,654
Total	$ 768,291	$ 838,478

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs.

The Center believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

The Center provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Center does not pursue collection of amounts determined to qualify as charity care, the revenue is recorded net of the free care allowance. The Center estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Center's charity care policy amounted to $78,319 in 2017 and $76,193 in 2016.

The Center is able to provide these services with a component of funds received through local community support and federal and state grants.

6. Retirement Plan

The Center has adopted a 403(b) retirement plan covering substantially all employees. Contributions by the Center to the plan amounted to $17,578 in 2017 and $16,930 in 2016.

7. Functional Expenses

The Center provides general healthcare services to residents within its geographic location. Expenses related to providing these services were as follows:

	2017	2016
Program services	**$ 1,349,054**	$ 1,318,443
General and administrative	**250,817**	254,169
Total	**$ 1,599,871**	$ 1,572,612

8. Concentration of Risk

The Center grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. At June 30, 2017 and 2016, Medicaid represented 38% and 40%, respectively, of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

9. Malpractice Claims

The Center insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at June 30, 2017 which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents which require loss accrual. The Center intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

10. Donations In-Kind

The Memorial Hospital (TMH) provides the Center with office and clinic space located in Conway, New Hampshire at no cost. In-kind contributions from TMH to the Center amounted to $59,004 for the years ended June 30, 2017 and 2016 which are included in other operating expenses.

TMH also provided monies for the Center to purchase physician services and to support the dental clinic in the amount of $80,000 for the years ended June 30, 2017 and 2016 and is reported in government and private grants in the statements of operations.

11. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through November 20, 2017, which is the date the financial statements were available to be issued.

Whole Person. Whole Family. Whole Valley.

298 White Mt. Hwy • PO Box 2800 • Conway, NH 03818 • 603-447-8900

Board Roster April 2018

Name, Office	Profession, place of work	Town
Hastings, Carol President	Teacher Retired	Fryeburg, ME
McKinnon, Scott Vice president	Memorial Hospital President and CEO	Albany, NH
Zakon, Angela Treasurer	Senior Accountant Leone, McDonnell & Roberts	Center Conway, NH
Carter, Amy Secretary	Librarian Cook Memorial Library	Tamworth, NH
Champagne, Peter	District Manager White Mountain Subways LLC	Madison, NH
Costello, Laura	Nursing Student Merriman House	Albany, NH
Gemmiti, Jamie	Photographer Conway Daily Sun	Conway, NH
Mackie, Christy	Marketing Director Conway Humane Society	Fryeburg, ME
Moore, Sara	Psychic Enlightened Horizons	Conway, NH
Leonard, Leslie, Ex-Officio	*Attorney* *Cooper Cargill Chant*	*Intervale, NH*

BethLynn Wilson

Work Experience

Jan. 08 – Sept. 10 **Medical Assistant/ Patient Service Coordinator**
Tamworth Family Medicine

As an MA/PSC I was cross trained to be responsible for clinical and non clinical duties. PSC responsibilities included answering the phone, triaging, scheduling and confirming patient appointments. Also, I was responsible for all check in and check out of patients, chart prep, and filing, faxing and coping charts. MA responsibilities included rooming patients, taking vitals, EKGS, Cultures and assisting with minor surgical procedures and Pap smears. Any needed Phlebotomy and Vaccination administration was also a responsibility. Prescription renewal, prior authorization, referrals, lab resulting and patient call backs were included in my duties. It was a busy two provider office, customer service was key and an area I excelled in.

June. 04-June 07 **Medical Assistant**
Prime Health Care

As Medical Assistant, I was responsible for meeting the patient's needs and assisting the doctors. Responsibilities included stocking and preparing the exam rooms, running EKGs, taking vitals, collecting urine, stool, hemoglobin and hematocrit blood samples, calling and writing prescription refills with doctors authorization, faxing and maintaining patient charts, assisting in skin lesion removals, stitching, pap smears, wound care and vaccinations. I also communicated with patients regarding their lab and test results, scheduled appointments with in the office as well as with specialty physicians. I was capable of multi tasking and flexible performing as needed in the area of receptionist and secretary.

Nov. 02-Jan. 04 **Medical Receptionist**
Howell Primary Care

As Medical Receptionist, I was solely responsible for all front desk duties. Responsibilities included answering the phone, scheduling patients, taking messages, phoning in prescription refills, documenting information, faxing and coping, submitting referrals through the envoy system, creating new patient charts, verifying insurance coverage, assisting in billing inquires, sending monthly reminders, filing charts, preparing the exam rooms, welcoming patients and taking vitals, running EKGs, drawing up vaccinations, and other lab tests, maintaining relations with sales representatives, scheduling doctors meetings and taking inventory of samples

May.02-Nov.02 **Optometric Assistant**
Optical World

As Optometric Assistant, I was medical secretary/ sales clerk. Responsibilities included scheduling patients, creating and maintaining charts, teaching proper contact INR and cleaning, eye glass repair, running eye exams, assisting the doctor as needed, assisting in the selection of various eye wear, pricing and displaying merchandise, handling medical insurance and billing, contacting insurance companies regarding claims, dealing with the collections department, submitting orders and tracking shipments, closing and opening the store.

Education

1998-2002 Plymouth State University, Plymouth, NH
Bachelor of Arts

1999 S.O.L.O Wilderness Medicine School, Conway, NH
Wilderness/National EMT-B

CHERYL A. BUZZELL

Work Experience

White Mountain Community Health Center , Conway, NH — August 2013 - present

Medical Assistant

Close Knit Sisters, LLC, N. Conway, NH — July 2010 – October 2014

Co-Owner

Dr. Keith Buzzell, Fryeburg, ME — April 2001 – January 2012

Medical Assistant

Education

Westbrook College, Portland ME — 1981 – 1983

Associate of Science Degree – Medical Assistant

Cheryl Frankowski

Compassionate social service professional and active listener dedicated to working with individuals to empower them; utilizing motivational interviewing and direction to facilitate positive change and growth, while supporting them with identifying and over coming barriers to their success.

Education

2013 Capella University, Minneapolis, MN. Masters of Science Psychology.
2009 Southern Maine University, Portland, ME. Bachelor of Arts in Psychology.
1991 Cazenivia College, Cazenovia, NY. Associates Applied Science in Fashion Design.

Employment History

• August 2017 - Present
Northern Human Services - Supportive Employment Specialist - Assess individuals with identifying interests skills to explore employment options, assist individuals with skill development, resume writing, accessing education/trade school, and developing interviewing skills, job development in the community. Certificate Career Advising Training Essentials, Certificate in Supported Employment,
• June 2016 a Present
Northern Human Services - Case Manager - Assess global needs of individual consumers. Draft monitor and adjust treatment plan to specific consumer needs and assessments. Advocate, collaborate, refer, connect and assist consumers with accessing community based resources to facilitate needs and interests. Member of a Assertive Community Action Team (ACT) exceeding state criteria at recent review. Current ANSA certification, IMR, supportive employment and addiction recovery training.
• August 2011 - May 2016
Private care - Case Management - provide income case management for two individual consumers. One with a long history of mental illness and the other with brain injury resulting in limited physical impairment. Managing schedules, facilitating collaboration treatment discussions and implementations. Supervise and assist with daily living tasks. Formulated and implanted behavior modification with appropriate interventions; improving both physical and mental health as well as social interactions. Provide transportation for appointments weekly gym training, and various outings in the community.coordination of care with other providers as well as ongoing communication with family related to care and progress/concerns.
• June 2009 - July 2011
Saco River Medical Group - Medical secretary - data entry, billing, coding, managed incoming out going calls with multiple line, scheduling for several providers involving a variety of specialties, balanced daily ledger and prepared bank deposits.
• July 2008 - June 2009
North Country Independent Living - Residential Advisor - Worked primarily with brain injured clients assisting with daily living tasks including; descending and documentation of medication, direction/cueing for daily living skills, intervention and redirection for inappropriate behavior when necessary as well as positive reinforcement, planned and implemented community outings, daily documentation of individual consumers activities and assessments.

Affiliations

American Psychological Associations (APA). Member of a local Asperger support group for transitioning young adults.

Deborah Cross, RN, MSN

EDUCATION

University of California, San Francisco
Master of Science in Nursing, Family Nurse Practitioner Specialty. June 2009.

Louisiana State University Medical Center, New Orleans
Associate of Science in Nursing, May 1996.

Rutgers University, New Brunswick, NJ.
Bachelor of Arts, Psychology major, May 1994.

FAMILY NURSE PRACTITIONER CLINICAL RESIDENCIES

Family Health Center, San Francisco General Hospital, 11/08 – 5/ 09.
Silver Avenue Health Center, San Francisco, 4/09 – 6/09.

- Provided primary care services to culturally diverse, low-income populations.
- Managed complex patients with multiple problems, i.e. uncontrolled diabetes & hypertension, depression, anxiety, chronic pain, and substance abuse.

Roseland Children's Health Center, Santa Rosa, 4/08 - 6/08.
Clinica de La Raza, Oakland, 4/09 – 6/09.

- Conducted newborn, infant, child & adolescent assessment and well child examinations.
- Diagnosed and prescribed treatment for common acute complaints, i.e. otitis media, strep throat.
- Managed common chronic conditions, i.e. asthma, atopic dermatitis.
- Predominantly Spanish speaking, low-income populations.

Young Women's Program, University of California, San Francisco, 1/09 – 4/09.

- Provided Ob/Gyn services to high risk teens & young adults.
- Received training in Mirena insertion.

Bolinas Community Health Center, Bolinas, 9/08 – 12/08.

- Provided primary care services to a rural coastal community.

Breast Center, University of California, San Francisco, 9/08 – 12/08.

- Assessed patients with abnormal mammograms or breast exams.
- Assessed patients with increased breast cancer risk due to family history.
- Assessed patients status post breast cancer treatment.

Kaiser Permanente Medical Group Women's Health Center, San Francisco, 1/09 – 4/09

- Provided routine obstetric (prenatal and postpartum care) and gynecologic care for various women's health issues.

Spine Center, University of California, San Francisco, 1/08 – 4/08.

- Performed neurological examinations & recorded patient histories.
- Performed trigger point and bursal injections.
- Assessed patients coping with chronic pain and physical disability.

RN EXPERIENCE

St. Luke's Hospital, San Francisco, 6/03 – 6/09.
Emergency Department, staff nurse.

- Worked with primarily Spanish speaking low-income patients who did not have access to primary care

Common Ground Clinic, New Orleans, 4/06 – 6/06.

- RN volunteer
- Triaged patients presenting with acute and chronic health problems after Hurricane Katrina
- Provided diabetic education, healthy lifestyle instruction, and grief counseling

Women's Choice Clinic, Oakland, Ca. 9/06 – 5/08.

- RN volunteer
- Provided abortion education & counseling
- Taught phlebotomy skills to other volunteers

Veteran's Administration Medical Center, San Francisco, 9/02 – 6/03.
Transitional Care Unit, staff nurse – travel assignment.

- Provided care to acutely ill adults transitioning from ICU to med/surg.
- ICU & ER float.

St. Mary's Medical Center, Reno 6/99 – 8/02.
ICU & Emergency Department, staff nurse.

Primary Children's Hospital, Salt Lake City, 5/98 – 5/99.
Medical/Surgical, staff nurse.

- Cared for acutely ill infants, children, & adolescents.

University Hospital, Salt Lake City, 1/97 – 5/99.
Telemetry, staff nurse.

- Member of the end of life committee.

CERTIFICATIONS

- Basic Life Support
- Advanced Cardiovascular Life Support
- Pediatric Advanced Life Support

LANGUAGE SKILLS

- Intermediate Spanish

Donna M. Dodge

PROFILE

- Registered Dietitian with experience developing dietary programs and counseling clients in weight loss, diabetes, sports nutrition, prenatal and adolescent nutrition, AIDS, renal/liver disease, cardiology and oncology
- Author of nutrition-focused articles and related marketing materials
- Poised public speaker
- Self directed, independent worker

EXPERIENCE

1/01 – Present **Corporate Dietitian • Program and Product Developer**
Body & Health Solutions · Salisbury, North Carolina
New Journey Weight Loss & Wellness · Naples, Florida (Sept. 2013 – Present)

- Provide nutrition and professional support to weight loss and wellness franchises
- Develop, design, and implement new diet programs, nutrition manuals and other diet and product-related materials
- Research and develop wellness-related products including vitamins, minerals, and food products
- Conduct nutrition and product training seminars to clinics across the country
- Write and design brochures, flyers, and web site material

9/95-12/00 **Nutrition Department Manager**
Envion International · Nashua, New Hampshire

- Manage nutrition department for company with $25 million in sales
- Provide nutrition, weight loss, and product counseling
- Conduct nutrition seminars at national sales conference with 750 attendees
- Participate on nutrition panels with Olympic athletes, MDs, and other health professionals
- Write nutrition-related articles, cookbook and marketing materials

11/97-5/01 **Per Diem Clinical Dietitian**
Elliot Hospital · Manchester, New Hampshire

- Conduct clinical assessments, provide in-patient counseling, monitor enteral/parenteral nutrition

1/95- 7/95 **Health Science Middle School Teacher**
American School Asuncion · Paraguay, South America

6/90 – 12/94 **Clinical Dietitian and Chief Clinical Dietitian**
Greenbriar Terrace Nursing Home · Nashua, New Hampshire
The Cheshire Medical Center · Keene, New Hampshire
Tewksbury State Hospital · Tewksbury, Massachusetts

EDUCATION

9/92 Certified Nutrition Support Dietitian

10/90 Registered Dietitian Certification

5/90 Emory University · Atlanta, Georgia
Dietetic Internship

5/89 University of New Hampshire · Durham New Hampshire
Bachelor of Science in Nutrition

ELIZABETH WHEATLEY DYSON

SUMMARY OF QUALIFICATIONS

I have strong interpersonal skills enabling me to work with a variety of people in identifying and addressing their needs. I am a quick learner and comfortable with using technology in order to better serve clients. I work collaboratively but am also able to be a self-starter and work independently.

EMPLOYMENT HISTORY

2017	Retired
2007- 2017	Rector of St. Andrews Episcopal Church, Hanover, Ma. My duties included providing pastoral care, worship organization, working with children, teens and adults. I was involved in many outreach projects which worked with families and women at risk. I worked with many volunteers of varying ages.
2002- 2007	Assistant Rector,/Interim Rector St. Stephen's Cohasset, Ma. Responsible for family ministry with an emphasis on program development and liturgy and worked with youth in a variety of outreach programs including trips to Appalachia with the Appalachia Service Program.
1996-1998	North River Collaborative, Rockland Ma. Coordinated Teacher Training. American Transparency Resources,Hanson, Ma. Office Assistant in Accounts Payable and Receivable.Massasoit Community College, Brockton, Ma. Spanish Teacher
1993-1996	Assistant Principal, Abington High School, Abington, Ma. Responsible for 35 staff, 450 students, curriculum and program development
1978-1993	Foreign Language Teacher, Norwood Public Schools

EDUCATION

MDIV. Andover Newton Theological School, Newton Center, Ma. 2002
MEd. Bridgewater State University, Bridgewater, Ma. 1992
B.A. University of Massachusetts, Amherst, Ma. 1978

References: Upon Request

Julie Everett Hill, R.N.

Profile

I am a Registered Nurse with a current New Hampshire license, and the director of operations at a rural community health center. I enjoy the dynamic nature of community health nursing, and the opportunity it provides to view the family as a whole when planning and providing care. My interests include asthma education, mental health and nutrition.

Experience

White Mountain Community Health Center, Conway, NH

December 2014-Present: Director of Operations

Coordinate provision of all programs (Family Planning, STD/HIV, BCCSP, Prenatal, Pediatrics, Primary Care, and Teen Clinic). Supervise all clinical, medical records, and front office staff. Coordinate and ensure adequate staffing schedules for clinical staff. Assist in budget preparation as needed. Represent the health center publically at forums and events. Responsible for the implementation of electronic health record and the ongoing customization of the program to ensure appropriate documentation of patient care, meet program reporting needs and facilitate efficient staff workflow across the agency.

2011 to 2014: Director of Clinical Services

Coordinate provision of all programs (Family Planning, STD/HIV, BCCSP, Prenatal, Pediatrics, Primary Care, and Teen Clinic). Supervise all clinical staff. Coordinate and ensure adequate staffing schedules for clinical staff. Perform annual clinical staff evaluations. Assist in budget preparation as needed. Assist Medical Director when seeing patients.

2009-2011: Registered Nurse

Primary care and family planning focus, with patient population newborn through geriatric. Strong focus on patient education, including asthma education and diabetic teaching. Other roles include triage and prioritization of care and coordination of patient care with resources both within and outside of the clinic.

Memorial Hospital, North Conway, NH

June 2007-June 2010: Registered Nurse

Medical Surgical nursing care of a broad range of patients from pediatric to geriatric. Roles included assessment of care of acutely ill patients with medical, surgical and/or orthopedic diagnoses. Patient education, care planning, complete patient assessment and accurate documentation in EMR were integral parts of this position.

May 2006-June 2007: Licensed Practical Nurse

Medical Surgical and some post-partum and newborn nursing care under the supervision of a Registered Nurse.

February 2001-May 2006: LNA/Unit Secretary

Unit Secretary/LNA in fast-paced medical surgical unit. Duties included transcribing doctor's orders, managing patient records, answering and directing phone calls, assisting nurses with order entry and facilitating communication between departments.

Education

Saint Anselm College; Advanced Nursing Leadership Program: 2013

NHCTC, Berlin, NH: Associates Degree in Science, Nursing; May 17, 2007, Phi Theta Kappa Honor Society

Southern Maine Technical College, Portland, ME: Nursing Assistant Certificate 1994

University of Southern Maine: 1992-1993

Certifications and relevant continuing education include:

- North Country Health Consortium Public Health Training Center: Community Health Assessment and Improvement Modules 1-4, 2013
- Yellow Belt- LEAN Systems Training for Quality Improvement: September 2013
- Nutrition and Physical Activity Self-Assessment for Child Care (NAP SACC) consultant training certificate; June 2013
- Current BLS
- Asthma Educators Institute 2010
- Diabetes Nurse Champion, September 2008
- WIC Breastfeeding Peer Counselor Certification, November 2000

Personal/Community

Mount Washington Valley Toastmasters #3596556: President, Charter member

Swift River CrossFit: CFL1 Trainer

SARAH WRIGHT

Qualifications: Experience in Social Work with children, adults and families; administrative and organizational experience in the field; educated, positive and dynamic.

Objective: Opportunity to use my experience in a challenging position.

Experience:
September, 1994-
July, 1996

Manito, Inc., Gettysburg, Pa
Family Preservation Specialist

Established this State-funded program, designed for Juvenile Probation Office and Children and Youth Agency clients; trained employees, conducted family, marriage and youth counseling sessions: duties also included mediation, crisis intervention and drug and alcohol assessment.

September, 1990-
September, 1994

Adams County Children and Youth Services, Gettysburg, Pa
Caseworker 3

Experience in intensive and family support units. Responsibilities included placement, assessment, counseling, abuse and neglect investigations, parenting education, advocacy and court presentations. Caseworker 3 duties included training and supervision of caseworkers. Caseworker representative-- liaison between director and direct service staff.

Professional involvement, experience and advancement:

*Northeastern Family Preservation Association

* Pennsylvania Family Preservation Committee

*Adams County Professional Board

Advisory Board on Social Service Policies and Procedures

Committee on Adolescent Male Services

*Internships and field experiences with adolescents, preschool, elementary children, sexual abuse perpetrators and victims, drug and alcohol treatment programs and domestic violence victims.

Education: Shippensburg University of Pennsylvania
Bachelor of Arts in Social Work, 1990

Zoe Weisenkail

Objective

To secure an exciting and challenging position where I could use skills I have gained as a Director of Nursing Services, working in Home Health Care and physician's offices, and education I received while obtaining my Bachelor of Science in Nursing.

Experience

3/2004 – present Norway Rehabilitation & Living Center Norway, ME

Staff Development & MDS Coordinator

- Complete MDS assessments in a timely manner, and ensure that all facility staff has access to required inservicing and education.

12/2001-1/2004 Fryeburg Health Care Center Fryeburg, ME

Director of Nursing Services

- Full direction and responsibility for the Nursing Services in a Skilled Nursing Facility.

3/1999-12/2001 Auburn Nursing Home Auburn, ME

Director of Nursing Services

- Full direction and responsibility for the Nursing Services in a Skilled Nursing Facility.

5/1998-3/1999 Hicks Family Services Bridgton, ME
(Western Maine Home Health)

Home Health Nurse

- Per Diem home health nurse; working in the community with acute/chronically ill clients.

11/1997-3/1999 Keith A. Buzzell, D.O. Fryeburg, ME

Office Manager/Nurse

- Responsible for physician support, office management, patient education, insurance coding and billing.

5/1995-11/1997 Hicks Family Services Bridgton, ME
(Bridgton Health Care Center)

Assistant Director of Nursing Services

- Responsible for the direction of the Nursing Services Department in the absence of the Director, MDS Coordinator, In-service educations, staff development, insurance coding, and Medicare compliance.

5/1993-5/1995 Hicks Family Services Bridgton, ME
(Bridgton Health Care Center)

Nurse Manager of Medicare Skilled Wing

- Responsible for coordination of all services provided to short term skilled residents and long term, chronically ill residents of an Skilled Nursing Facility.

Education

- University of Southern Maine — Portland, Me
- B.S.N., Bachelor of Science in Nursing
- Graduated Summa Cum Laude

Skills

- Microsoft Office, (Excel and Word, MS Publisher.)
- CPT, ICD-9 Insurance Coding
- In-service Education
- Diabetic Teaching

Internet

Computer Skills (MDS 2.0, Assessment Program

Arts and crafts

References

Peter Mauro, Jr.

Director Assisted Living Services (BEAS)

- Keith A. Buzzell, D.O.

Former Employer/Physician

- Thomas Mogan, D.C.

Professional Associate

- Donald C. Johnson, R.N.

Former supervisor, coworker and friend

- Kathie Davis, R.N.

FORM NUMBER P-37 (version 5/8/15)

Subject: Primary Care Services for the Homeless (RFP-2018-DPHS-13-PRIMA)

> Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Greater Seacoast Community Health		1.4 Contractor Address 311 Route 108, Somersworth, NH 03878	
1.5 Contractor Phone Number 603-516-2550	1.6 Account Number 05-95-90-902010-5190-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $146,488
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Janet Laatsch		1.12 Name and Title of Contractor Signatory Janet Laatsch, CEO	
1.13 Acknowledgement: State of NH, County of Rockingham On 5/16/18, 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 Kimberlee A Durkee [Seal]		Kimberlee A. Durkee Notary Public My Commission Expires March 21, 2023	
1.13.2 Name and Title of Notary or Justice of the Peace Kimberlee A Durkee, Notary Public			
1.14 State Agency Signature [signature] Date: 5/24/18		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: [signature]		On: 6/2/18	
1.18 Approval by the Governor and Executive Council *(if applicable)* By:		On:	

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials JL
Date 5-16-18

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials ____
Date 5-16-18

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials GL
Date 5-14-18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Vendor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Vendor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Vendor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Vendor shall maximize billing to private and commercial insurances, Medicare and Medicaid for all reimbursable services rendered. The Department shall be the payor of last resort.

1.5. The Vendor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Scope of Services

2.1. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals who are considered homeless, of all ages, statewide, who are:

2.1.1. Uninsured;

2.1.2. Underinsured;

2.1.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines;

2.1.4. Lacking housing, including an individual whose primary residence during the night is a supervised public or private facility (e.g., shelters) that provides temporary living accommodations;

2.1.5. In transitional housing;

2.1.6. Unable to maintain their housing situation;

2.1.7. Forced to stay with a series of friends and/or extended family members, hence are considered homeless;

2.1.8. To be released from a prison or a hospital and do not have a stable housing situation to which they can return, especially if they were considered to be homeless prior to incarceration or hospitalization.

2.2. The Vendor shall use flexible hours and minimal use of appointment systems to provide primary care and enabling services to homeless individuals and families through the use of permanent office based locations and/or mobile or temporary delivery locations.

2.3. The Vendor shall continue to provide primary care and enable services to individuals, for a minimum of three hundred and sixty-four (364) calendar days following the individual's placement in permanent housing.

2.4. The Vendor shall provide Screening, Brief Intervention and Referrals to all individuals receiving care under this agreement.

2.5. The Vendor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

2.6. The Vendor shall ensure primary care services include, but are not limited to:

2.6.1. Reproductive health services.

2.6.2. Behavioral health services.

2.6.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

2.6.4. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

2.6.5. Assessment of need and follow-up/referral as indicated for:

2.6.5.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

2.6.5.2. Social services.

2.6.5.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

2.6.5.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

2.6.5.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

2.6.5.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

2.7. The Vendor shall provide care management for individuals enrolled for primary care services, which includes, but is not limited to:

2.7.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

2.7.2. Direct access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

2.7.3. Care facilitated by registries; information technology; health information exchanged.

2.7.4. An integrated model of primary care, which includes, but is not limited to:

2.7.4.1. Behavioral health;

2.7.4.2. Oral health;

2.7.4.3. Use of navigators and case management; and

2.7.4.4. Co-location of services and system-level integration of care.

2.8. The Vendor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

2.8.1. Case Management.

2.8.2. Benefit counseling.

2.8.3. Health insurance eligibility and enrollment assistance.

2.8.4. Health education and supportive counseling.

2.8.5. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

2.8.6. Outreach, which may include the use of community health workers.

2.8.7. Transportation.

2.8.8. Education of patients and the community regarding the availability and appropriate use of health services.

2.8.9. The Vendor will submit at least one annual Workplan that includes a detailed description of the enabling services funded by this contract. This shall be developed and submitted according to the schedule and instructions provided by MCHS. The vendor will be notified at

least thirty (30) days in advance of any changes in the submission schedule.

2.9. Eligibility Determination Services

2.9.1. The Vendor shall notify the Department, in writing, if access to Primary Care or SBIRT Services for new patients are limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.9.2. The Vendor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.9.3. The Vendor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.9.4. The Vendor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Vendor shall;

2.9.4.1. Make the sliding fee scale available to the Department upon request; and

2.9.4.2. Update the sliding fee scale on an annual basis, when new Federal Poverty Guidelines are released; and

2.9.4.3. Provide updated sliding fee scales to the Department for review and approval prior to implementation.

2.10. Coordination of Services

2.10.1. The Vendor shall coordinate with other service providers, within the community, whenever possible, including, but not limited to collaboration with interagency referrals and to deliver coordination of care.

2.10.2. The Vendor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

2.10.2.1. Community needs assessments;

2.10.2.2. Public health performance assessments; and

2.10.2.3. Regional health improvement plans under development.

2.10.3. The Vendor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

3. Staffing

3.1. The Vendor shall ensure all health and allied health professions have the

appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

3.2. The Vendor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

3.3. The Vendor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

3.4. The Vendor shall notify the MCHS, in writing, when:

3.4.1. Any critical position is vacant for more than thirty (30) days;

3.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4. Reporting/Deliverables

4.1. Required Meetings & Trainings

4.1.1. The Vendor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

4.1.1.1. MCHS Agency Directors' meetings;

4.1.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

4.1.1.3. MCHS Agency Medical Services Directors' meetings.

4.2. Workplans, Outcome Reports & Additional Reporting Requirements

4.2.1. The Vendor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

4.2.2. The Vendor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

4.2.3. The Vendor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

4.2.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

4.2.3.2. Staff list, defining;

4.2.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

4.2.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

4.2.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Vendor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

4.2.5. In addition to the reporting defined within Exhibit A-2, "Report Timing Requirements", the Vendor must maintain documentation for each individual receiving services described in this contract, that includes, but is not limited to;

4.2.5.1. Family income;

4.2.5.2. Family size; and

4.2.5.3. Income in relation to the Federal Poverty Guidelines.

4.3. On-Site Reviews

4.3.1. The Vendor shall permit a team or person authorized by the Department to periodically review the Vendor's:

4.3.1.1. Systems of governance.

4.3.1.2. Administration.

4.3.1.3. Data collection and submission.

4.3.1.4. Clinical and financial management.

4.3.1.5. Delivery of education services.

4.3.1.6. Delivery of Primary Care Services within the Specific County of service

4.3.2. The Vendor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Vendor shall ensure information includes, but is not limited to:

4.3.2.1. Client records.

4.3.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

4.3.3. The Vendor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

4.4. Quality Improvement

4.4.1. The Vendor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of

targeted patient groups.

4.4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Patient Safety: Falls Screening SFY 2018 – 2019)

4.4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.4.2. The Vendor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.4.2.1. Specific goals and objectives for the project period; and

4.4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.4.3. The Vendor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4.4. The Vendor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.4.1. EMR prompts/alerts.

4.4.4.2. Protocols/Guidelines.

4.4.4.3. Diagnostic support.

4.4.4.4. Patient registries.

4.4.4.5. Collaborative learning sessions.

5. Performance Measures

5.1. The Vendor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

5.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

Exhibit A-1 – Reporting Metrics

1. **Definitions**
   - 1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:
     - 1.1.1. The calendar year, (January 1st through December 31st); or
     - 1.1.2. The state fiscal year (July 1st through June 30th).
   - 1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.
   - 1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set
   - 1.4. **NQF** – National Quality Forum
   - 1.5. **Title V** – Federal Maternal and Child Health Services Block Grant
   - 1.6. **UDS** – Uniform Data System
   - 1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section
2. **MCHS PRIMARY CARE FOR THE HOMELESS PERFORMANCE MEASURES**
   - 2.1. **Preventive Health: Depression Screening**
     - 2.1.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool AND if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).
       - 2.1.1.1. Numerator: Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **AND** if positive, a follow-up plan documented.
       - 2.1.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented follow-up plan.
       - 2.1.1.3. Denominator: All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.
       - 2.1.1.4. Denominator Exception: Depression screening not performed due to medical contraindicated or patient refusal.
       - 2.1.1.5. Definition of Follow-Up Plan: Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is

qualified to diagnose and treat depression, and/or notification of primary care provider.

2.2. **Preventive Health: Obesity Screening**

2.2.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.2.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

2.2.1.2. Age 18 through 64 BMI ≥ 18.5 and < 25

2.2.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.2.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.2.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.3. **Preventive Health: Tobacco Screening**

2.3.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.3.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

Contractor Initials: [signature]

Date: 5-16-18

2.3.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.3.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.3.1.4. Definitions:

2.3.1.4.1. Tobacco Use: Includes any type of tobacco.

2.3.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.4. **At Risk Population: Hypertension**

2.4.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.4.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.4.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.5. **Patient Safety: Falls Screening**

2.5.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.5.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.5.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.6. **SBIRT**

2.6.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

Contractor Initials: JL
Date: 5-16-18

Exhibit A-1 – Reporting Metrics

2.6.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.6.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.6.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.6.1.4. Definitions:

2.6.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.6.1.4.2. Brief Intervention: Includes guidance or counseling.

2.6.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

Contractor Initials: TL
Date: 5-16-18

Exhibit A-2 – Report Timing Requirements

1.1. **Primary Care Services for the Homeless Reporting Requirements**

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2. **Annual Reports**

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.3. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.4. Staff list, defining;

1.2.1.1.5. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.6. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year;

Contractor Initials: RL

Date: 5-16-18

Exhibit A-2 – Report Timing Requirements

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1. Primary Care Services Measure Data Trend Table (DTT), due on;

1.3.1.1. July 31, 2018 (measurement period July 1 – June 30) and;

1.3.1.2. January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF), for the entire population served by the Contractor;

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Contractor Initials: [handwritten initials]
Date: 5-16-18

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

      4.2.2. Onsite reviews may be required.

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

      Financial Administrator

      Department of Health and Human Services

      Division of Public Health

      29 Hazen Dr.

      Concord, NH 03301

Exhibit B

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Greater Seacoast Community Health

Budget Request for: RFP-2018-DPHS-13-PRIMA: Primary Care Services for the Homeless

Budget Period: SFY 2018 (April 1, 2018 - June 30, 2018)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 106,339.00	$ -	$ 106,339.00	$ 88,028.00	$ -	$ 88,028.00	$ 18,311.00	$ -	$ 18,311.00
2. Employee Benefits	$ 19,673.00	$ -	$ 19,673.00	$ 19,673.00	$ -	$ 19,673.00	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 455.00	$ -	$ 455.00	$ 455.00	$ -	$ 455.00	$ -	$ -	$ -
Purchase/Minor Equipment	$ 16,835.00	$ -	$ 16,835.00	$ 16,835.00	$ -	$ 16,835.00	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 4,691.00	$ -	$ 4,691.00	$ 4,691.00	$ -	$ 4,691.00	$ -	$ -	$ -
Office	$ 587.00	$ -	$ 587.00	$ 587.00	$ -	$ 587.00	$ -	$ -	$ -
6. Travel	$ 4,842.00	$ -	$ 4,842.00	$ 4,842.00	$ -	$ 4,842.00	$ -	$ -	$ -
7. Occupancy	$ 2,017.00	$ -	$ 2,017.00	$ 2,017.00	$ -	$ 2,017.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
Postage	$ -	$ 950.00	$ 950.00	$ -	$ 950.00	$ 950.00	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 1,450.00	$ 1,450.00	$ -	$ 1,450.00	$ 1,450.00	$ -	$ -	$ -
Insurance (Van and Malpractice)	$ 1,881.00	$ -	$ 1,881.00	$ 1,881.00	$ -	$ 1,881.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 1,597.00	$ -	$ 1,597.00	$ 1,597.00	$ -	$ 1,597.00	$ -	$ -	$ -
11. Staff Education and Training	$ 1,525.00	$ -	$ 1,525.00	$ 1,525.00	$ -	$ 1,525.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
a. Van - Repairs and Maintenance	$ 6,638.00	$ -	$ 6,638.00	$ 6,638.00	$ -	$ 6,638.00	$ -	$ -	$ -
b. Computer Operations	$ 3,940.00	$ -	$ 3,940.00	$ 3,940.00	$ -	$ 3,940.00	$ -	$ -	$ -
c. CHAN Membership	$ 395.00	$ -	$ 395.00	$ 395.00	$ -	$ 395.00	$ -	$ -	$ -
d. Bank Fees/Interest	$ 250.00	$ -	$ 250.00	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -
e. Dues/Memberships/Licenses	$ 300.00	$ -	$ 300.00	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -
f. Contracted Services (General)	$ 850.00	$ -	$ 850.00	$ 850.00	$ -	$ 850.00	$ -	$ -	$ -
g. Program/Department Expenses	$ 1,529.00	$ -	$ 1,529.00	$ 1,529.00	$ -	$ 1,529.00	$ -	$ -	$ -
h. Bad Debts	$ 650.00	$ -	$ 650.00	$ 650.00	$ -	$ 650.00	$ -	$ -	$ -
i. Contracted Services (Physicians Services	$ 1,429.00	$ -	$ 1,429.00	$ 1,429.00	$ -	$ 1,429.00	$ -	$ -	$ -
j. Administrative Costs @ 10% Direct Exp.	$ -	$ 20,687.00	$ 20,687.00	$ -	$ 20,687.00	$ 20,687.00	$ -	$ -	$ -
k. Depreciation Expense	$ 7,773.00	$ -	$ 7,773.00	$ 7,773.00	$ -	$ 7,773.00	$ -	$ -	$ -
l. Miscellaneous	$ 375.00	$ -	$ 375.00	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -
TOTAL	**$ 186,071.00**	**$ 23,087.00**	**$ 209,158.00**	**$ 167,760.00**	**$ 23,087.00**	**$ 190,847.00**	**$ 18,311.00**	**$ -**	**$ 18,311.00**
Indirect As A Percent of Direct		12.4%							

Contractor's Initials [signature]
Date 5-16-18

New Hampshire Department of Health and Human Services

Bidder/Program Name: Greater Seacoast Community Health

Budget Request for: RFP-2018-DPHS-13-PRIMA: Primary Care Services for the Homeless

Budget Period: SFY 2019 (July 1, 2018 - June 30, 2019)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 425,352.00	$ -	$ 425,352.00	$ 352,108.00	$ -	$ 352,108.00	$ 73,244.00	$ -	$ 73,244.00
2. Employee Benefits	$ 78,690.00	$ -	$ 78,690.00	$ 78,690.00	$ -	$ 78,690.00	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 1,820.00	$ -	$ 1,820.00	$ 1,820.00	$ -	$ 1,820.00	$ -	$ -	$ -
Purchase/Minor Equipment	$ 3,500.00	$ -	$ 3,500.00	$ 3,500.00	$ -	$ 3,500.00	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 18,764.00	$ -	$ 18,764.00	$ 18,764.00	$ -	$ 18,764.00	$ -	$ -	$ -
Office	$ 2,348.00	$ -	$ 2,348.00	$ 2,348.00	$ -	$ 2,348.00	$ -	$ -	$ -
6. Travel	$ 19,368.00	$ -	$ 19,368.00	$ 19,368.00	$ -	$ 19,368.00	$ -	$ -	$ -
7. Occupancy	$ 8,068.00	$ -	$ 8,068.00	$ 8,068.00	$ -	$ 8,068.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 6,000.00	$ -	$ 6,000.00	$ 6,000.00	$ -	$ 6,000.00	$ -	$ -	$ -
Postage	$ -	$ 3,800.00	$ 3,800.00	$ -	$ 3,800.00	$ 3,800.00	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 5,800.00	$ 5,800.00	$ -	$ 5,800.00	$ 5,800.00	$ -	$ -	$ -
Insurance (Van and Malpractice)	$ 7,524.00	$ -	$ 7,524.00	$ 7,524.00	$ -	$ 7,524.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 6,388.00	$ -	$ 6,388.00	$ 6,388.00	$ -	$ 6,388.00	$ -	$ -	$ -
11. Staff Education and Training	$ 6,100.00	$ -	$ 6,100.00	$ 6,100.00	$ -	$ 6,100.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
a. Van - Repairs and Maintenance	$ 26,552.00	$ -	$ 26,552.00	$ 26,552.00	$ -	$ 26,552.00	$ -	$ -	$ -
b. Computer Operations	$ 15,760.00	$ -	$ 15,760.00	$ 15,760.00	$ -	$ 15,760.00	$ -	$ -	$ -
c. CHAN Membership	$ 1,580.00	$ -	$ 1,580.00	$ 1,580.00	$ -	$ 1,580.00	$ -	$ -	$ -
d. Bank Fees/Interest	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
e. Dues/Memberships/Licenses	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -
f. Contracted Services (General)	$ 3,400.00	$ -	$ 3,400.00	$ 3,400.00	$ -	$ 3,400.00	$ -	$ -	$ -
g. Program/Department Expenses	$ 6,116.00	$ -	$ 6,116.00	$ 6,116.00	$ -	$ 6,116.00	$ -	$ -	$ -
h. Bad Debts	$ 2,600.00	$ -	$ 2,600.00	$ 2,600.00	$ -	$ 2,600.00	$ -	$ -	$ -
i. Contracted Services (Physicians Services	$ 5,716.00	$ -	$ 5,716.00	$ 5,716.00	$ -	$ 5,716.00	$ -	$ -	$ -
j. Administrative Costs @ 10% Direct Exp.	$ -	$ 68,044.30	$ 68,044.30	$ -	$ 68,044.30	$ 68,044.30	$ -	$ -	$ -
k. Depreciation Expense	$ 31,092.00	$ -	$ 31,092.00	$ 31,092.00	$ -	$ 31,092.00	$ -	$ -	$ -
l. Miscellaneous	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
TOTAL	**$ 680,438.00**	**$ 77,644.30**	**$ 758,082.30**	**$ 607,194.00**	**$ 77,644.30**	**$ 684,838.30**	**$ 73,244.00**	**$ -**	**$ 73,244.00**

Indirect As A Percent of Direct 11.4%

New Hampshire Department of Health and Human Services

Bidder/Program Name: Greater Seacoast Community Health

Budget Request for: RFP-2018-DPHS-13-PRIMA: Primary Care Services for the Homeless

Budget Period: SFY 2020 (July 1, 2019 - March 31, 2020)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 407,041.00	$ -	$ 407,041.00	$ 352,108.00	$ -	$ 352,108.00	$ 54,933.00	$ -	$ 54,933.00
2. Employee Benefits	$ 75,302.47	$ -	$ 75,302.47	$ 75,302.47	$ -	$ 75,302.47	$ -	$ -	$ -
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ 1,820.00	$ -	$ 1,820.00	$ 1,820.00	$ -	$ 1,820.00	$ -	$ -	$ -
Purchase/Minor Equipment	$ 3,500.00	$ -	$ 3,500.00	$ 3,500.00	$ -	$ 3,500.00	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 18,764.00	$ -	$ 18,764.00	$ 18,764.00	$ -	$ 18,764.00	$ -	$ -	$ -
Office	$ 2,348.00	$ -	$ 2,348.00	$ 2,348.00	$ -	$ 2,348.00	$ -	$ -	$ -
6. Travel	$ 19,368.00	$ -	$ 19,368.00	$ 19,368.00	$ -	$ 19,368.00	$ -	$ -	$ -
7. Occupancy	$ 8,068.00	$ -	$ 8,068.00	$ 8,068.00	$ -	$ 8,068.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 6,000.00	$ -	$ 6,000.00	$ 6,000.00	$ -	$ 6,000.00	$ -	$ -	$ -
Postage	$ -	$ 3,800.00	$ 3,800.00	$ -	$ 3,800.00	$ 3,800.00	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ 5,800.00	$ 5,800.00	$ -	$ 5,800.00	$ 5,800.00	$ -	$ -	$ -
Insurance (Van and Malpractice)	$ 7,524.00	$ -	$ 7,524.00	$ 7,524.00	$ -	$ 7,524.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10. Marketing/Communications	$ 6,388.00	$ -	$ 6,388.00	$ 6,388.00	$ -	$ 6,388.00	$ -	$ -	$ -
11. Staff Education and Training	$ 6,100.00	$ -	$ 6,100.00	$ 6,100.00	$ -	$ 6,100.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
a. Van - Repairs and Maintenance	$ 26,552.00	$ -	$ 26,552.00	$ 26,552.00	$ -	$ 26,552.00	$ -	$ -	$ -
b. Computer Operations	$ 15,760.00	$ -	$ 15,760.00	$ 15,760.00	$ -	$ 15,760.00	$ -	$ -	$ -
c. CHAN Membership	$ 1,580.00	$ -	$ 1,580.00	$ 1,580.00	$ -	$ 1,580.00	$ -	$ -	$ -
d. Bank Fees/Interest	$ 1,000.00	$ -	$ 1,000.00	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -
e. Dues/Memberships/Licenses	$ 1,200.00	$ -	$ 1,200.00	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -
f. Contracted Services (General)	$ 3,400.00	$ -	$ 3,400.00	$ 3,400.00	$ -	$ 3,400.00	$ -	$ -	$ -
g. Program/Department Expenses	$ 6,116.00	$ -	$ 6,116.00	$ 6,116.00	$ -	$ 6,116.00	$ -	$ -	$ -
h. Bad Debts	$ 2,600.00	$ -	$ 2,600.00	$ 2,600.00	$ -	$ 2,600.00	$ -	$ -	$ -
i. Contracted Services (Physicians Services	$ 5,716.00	$ -	$ 5,716.00	$ 5,716.00	$ -	$ 5,716.00	$ -	$ -	$ -
j. Administrative Costs @ 10% Direct Exp.	$ -	$ 65,874.45	$ 65,874.45	$ -	$ 65,874.45	$ 65,874.45	$ -	$ -	$ -
k. Depreciation Expense	$ 31,092.00	$ -	$ 31,092.00	$ 31,092.00	$ -	$ 31,092.00	$ -	$ -	$ -
l. Miscellaneous	$ 1,500.00	$ -	$ 1,500.00	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -
TOTAL	**$ 658,739.47**	**$ 75,474.45**	**$ 734,213.91**	**$ 603,806.47**	**$ 75,474.45**	**$ 679,280.91**	**$ 54,933.00**	**$ -**	**$ 54,933.00**
Indirect As A Percent of Direct		11.5%							

Contractor's Initials ________

Date 5/6/18

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   - 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   - 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    - 19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS
As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

5-16-18
Date

[signature]
Name:
Title: CEO

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

5-16-18
Date

Name:
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5-16-18
Date

Name:
Title: CEO

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5-16-18
Date

Name:
Title: CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5-16-18
Date

Name:
Title: CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Greater Seacoast Community Health
The State	Name of the Contractor
[signature]	[signature]
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Janet Laatsch
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	CEO
Title of Authorized Representative	Title of Authorized Representative
5/24/18	5-16-18
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

5-16-18
Date

[signature]
Name:
Title: CEO

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 780054164

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   __X__ NO ________ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   ________ NO ________ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

Contractor Initials [signature]

Date 5-16-18

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining complian e with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

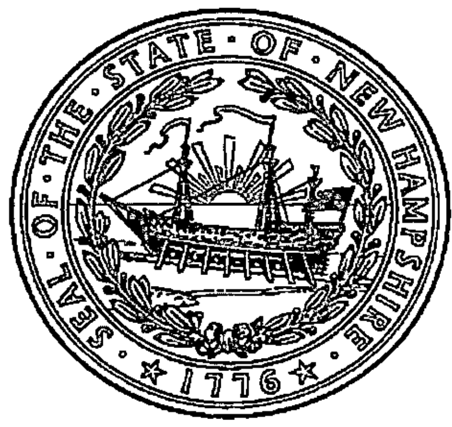
DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER SEACOAST COMMUNITY HEALTH is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on August 18, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **65587**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of March A.D. 2018.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Valerie Goodwin, of Greater Seacoast Community Health, do hereby certify that:

1. I am the duly elected Board Chair of Greater Seacoast Community Health;

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Greater Seacoast Community Health, duly held on January 22, 2018;

   Resolved: That this corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services for the provision of Public Health Services.

   Resolved: That the Chief Executive Officer, Janet Laatsch, is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of May 8th, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of Greater Seacoast Community Health this 8th day of May, 2018.

Valerie Goodwin, Board Chair

STATE OF NH

COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 8th day of May, 2018 by Valerie Goodwin.

Notary Public/Justice of the Peace

My Commission Expires: ______________________

SIMONE R. TALBOT, Notary Public
State of New Hampshire
My Commission Expires September 13, 2022

GOODCOM-01 LMICHALS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # AGR8150
Clark Insurance
One Sundial Ave Suite 302N
Manchester, NH 03103

CONTACT NAME: Lorraine Michals, CIC
PHONE (A/C, No, Ext): (603) 716-2362 FAX (A/C, No): (603) 622-2854
E-MAIL ADDRESS: lmichals@clarkinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Tri-State Insurance Company of Minnesota	31003
INSURER B : Acadia	31325
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Greater Seacoast 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; X OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; PRO-JECT; LOC; OTHER:			ADV5212020-13	07/31/2017	07/31/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY; ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY			ADV5212020-13	07/31/2017	07/31/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB; X OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION $			CUA5214125-12	07/31/2017	07/31/2018	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	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 Department of Health and Human Services
29 Hazen Drive
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	
Tobey & Merrill Insurance 20 High Street Hampton NH 03842-2214	CONTACT NAME: Edward Jackson PHONE (A/C, No, Ext): (603)926-7655 FAX (A/C, No): (603)926-2135 E-MAIL ADDRESS: edward@tobeymerrill.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Greater Seacoast Community Health
311 NH-108
Somersworth NH 03878

COVERAGES **CERTIFICATE NUMBER:** CL183205515 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC3672195	12/29/2017	01/01/2019	PER STATUTE / X OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

NH DHHS
29 Hazen Drive
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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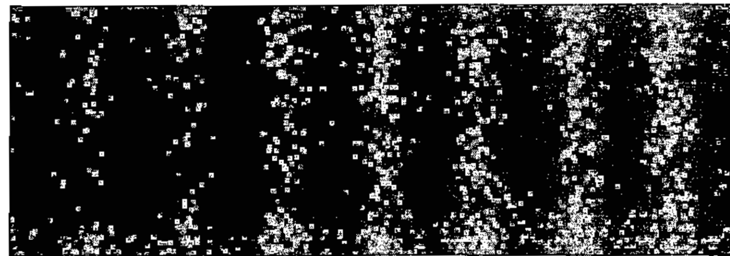
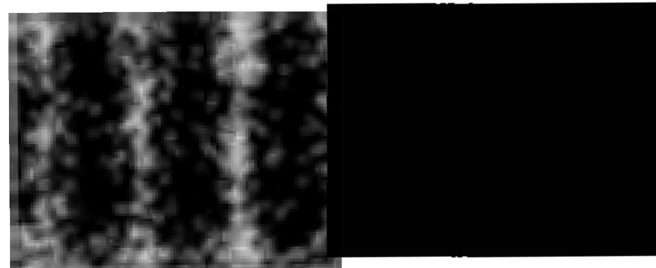
We are in the process of developing a unified mission statement. Families First Health and Support Center and Goodwin Community Health have a patient-first focus and shared missions of removing whatever barriers stand in the way of a person's ability to access quality health care. Currently, Families First's mission is *"to contribute to the health and well-being of the Seacoast community by providing a broad range of health and family services to all, regardless of ability to pay."* The mission of Goodwin Community Health is *"to provide exceptional health care that is accessible to all people in the community."*





FINANCIAL STATEMENTS

June 30, 2017

With Independent Auditor's Report

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Goodwin Community Health

We have audited the accompanying financial statements of Goodwin Community Health (the Organization), which comprise the balance sheet as of June 30, 2017, and the related statements of operations and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Goodwin Community Health as of June 30, 2017, and the results of its operations, changes in its net assets and its cash flows for the year then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
November 21, 2017

GOODWIN COMMUNITY HEALTH

Balance Sheet

June 30, 2017

ASSETS

Current assets	
Cash and cash equivalents	$ 2,186,923
Patient accounts receivable, less allowance for uncollectible accounts of $203,232	1,083,107
Grants receivable	902,280
Inventory	148,100
Other current assets	14,841
Total current assets	4,335,251
Investments	1,136,292
Investment in limited liability company	20,298
Property and equipment, net	6,004,587
Total assets	$11,496,428

LIABILITIES AND NET ASSETS

Current liabilities	
Accounts payable and accrued expenses	$ 161,654
Accrued payroll and related expenses	572,658
Patient deposits	117,232
Deferred revenue	47,147
Total current liabilities	898,691
Net assets	
Unrestricted	10,597,737
Total liabilities and net assets	$ 11,496,428

The accompanying notes are an integral part of these financial statements.

GOODWIN COMMUNITY HEALTH

Statements of Operations and Changes in Net Assets

Year Ended June 30, 2017

Operating revenue and support	
Patient service revenue	$ 7,797,344
Provision for bad debts	(365,013)
Net patient service revenue	7,432,331
Grants, contracts, and contributions	4,175,262
Equity in earnings of limited liability company	4,095
Other operating revenue	49,854
Total operating revenue and support	11,661,542
Operating expenses	
Salaries and benefits	7,887,304
Other operating expenses	2,464,700
Depreciation	247,515
Interest expense	26,739
Total operating expenses	10,626,258
Operating surplus	1,035,284
Other revenue and gains	
Investment income	18,122
Change in fair value of investments	25,078
Total other revenue and gains	43,200
Excess of revenue over expenses	1,078,484
Grants and contributions for capital acquisition	203,073
Increase in unrestricted net assets	1,281,557
Net assets, beginning of year	9,316,180
Net assets, end of year	$10,597,737

The accompanying notes are an integral part of these financial statements.

GOODWIN COMMUNITY HEALTH

Statement of Cash Flows

Year Ended June 30, 2017

Cash flows from operating activities	
Change in net assets	$ 1,281,557
Adjustments to reconcile change in net assets to net cash provided by operating activities	
Provision for bad debts	365,013
Depreciation	247,515
Equity in earnings of limited liability company	(4,095)
Change in fair value of investments	(25,078)
Grants and contributions for capital acquisition	(203,073)
(Increase) decrease in	
Patient accounts receivable	(523,289)
Grants receivable	(286,587)
Inventory	(90,349)
Other current assets	12,618
Increase in	
Accounts payable and accrued expenses	45,802
Accrued salaries and related amounts	89,076
Deferred revenue	47,147
Patient deposits	16,948
Net cash provided by operating activities	973,205
Cash flows from investing activities	
Capital acquisitions	(188,457)
Proceeds from sale of investments	101,276
Purchase of investments	(1,010,296)
Net cash used by investing activities	(1,097,477)
Cash flows from financing activities	
Grants and contributions for capital acquisition	203,073
Pay off of long-term debt	(529,279)
Net cash used by financing activities	(326,206)
Net decrease in cash and cash equivalents	(450,478)
Cash and cash equivalents, beginning of year	2,637,401
Cash and cash equivalents, end of year	$ 2,186,923
Supplemental disclosures of cash flow information	
Cash paid for interest	$ 26,739

The accompanying notes are an integral part of these financial statements.

1. Summary of Significant Accounting Policies

Organization

Goodwin Community Health (the Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides prenatal care, social support, and public health services to low-income persons.

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles require management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts at June 30, 2017 follows:

Balance, beginning of year	$ 128,995
Provision	365,013
Write-offs	(290,776)
Balance, end of year	$ 203,232

The increase in the allowance is primarily due to an increase in the amount due from patients with commercial insurance as a result of increased deductibles and co-pays.

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Inventory

Inventory consisting of pharmaceutical drugs is valued first-in, first-out method and is measured at the lower of cost or market.

Investments

The Organization reports investments at fair value and has elected to report all gains and losses in the excess of revenues over expenses to simplify the presentation of these amounts in the statement of operations. Investments include board-designated assets for future operations and other purposes as identified by the Board of Directors. Accordingly, investments have been classified as non-current assets on the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments.

Investment income and the change in fair value are included in the excess of revenue over expenses, unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheet.

Investment in Limited Liability Company

The Organization is one of eight members who have each made a capital contribution of $500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to $20,298 at June 30, 2017.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the excess of revenues over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Patient Deposits

Patient deposits consist of payments made by patients in advance of significant dental work based on quotes for the work to be performed.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization operates a pharmacy and also contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the contracted pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses and drug costs incurred related to the program are included in other operating expenses. Expenses related to the operation of the Organization's pharmacy are categorized in the applicable operating expense classifications.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of operations as "net assets released from restrictions." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

Program services	$ 8,756,283
Administrative and general	1,536,687
Fundraising	333,288
Total	$10,626,258

Excess of Revenue Over Expenses

The statement of operations reflects the excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through November 21, 2017, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

In accordance with a Board-approved merger agreement dated August 1, 2017 and a plan of merger dated November 8, 2017, the operations of Families First of the Greater Seacoast are anticipated to merge into the Organization on January 1, 2018. The Organization will be the surviving entity with the new legal business name of Greater Seacoast Community Health. The Organization is awaiting approval of the proposed merger by the State of New Hampshire and Health Resources Services Administration.

2. Investments and Fair Value Measurement

Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within FASB ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value measured on a recurring basis:

	Investments at Fair Value as of June 30, 2017			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 270,317	$ -	$ -	$ 270,317
Municipal bonds	-	242,319	-	242,319
Exchange traded funds	228,280	-	-	228,280
Mutual funds	395,376	-	-	395,376
Total investments	$ 893,973	$ 242,319	$ -	$ 1,136,292

Municipal bonds are valued based on quoted market prices of similar assets.

3. Property and Equipment

Property and equipment consisted of the following at June 30, 2017:

Land	$ 718,427
Building and improvements	5,888,318
Furniture, fixtures, and equipment	1,552,983
Total cost	8,159,728
Less accumulated depreciation	2,155,141
Property and equipment, net	$ 6,004,587

The Organization's facility was built and renovated with federal grant funding under the ARRA - Capital Improvement Program and ACA - Capital Development Program. In accordance with the grant agreements, a Notice of Federal Interest (NFI) was required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management (OFAM) and the Health Resources and Services Administration (HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

4. Patient Service Revenue

Patient service revenue is as follows:

	Year ended June 30, 2017			
	Medical	Dental	Pharmacy	Total
Medicare	$ 726,055	$ -	$ 56,771	$ 782,826
Medicaid	2,146,149	387,028	137,237	2,670,414
Third-party payers and self pay	1,965,113	792,890	385,810	3,143,813
Total	4,837,317	1,179,918	579,818	6,597,053
Contracted pharmacy revenue	-	-	1,200,291	1,200,291
Total patient service revenue	$ 4,837,317	$ 1,179,918	$ 1,780,109	$ 7,797,344

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2016.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to approximately $479,000 for the year ended June 30, 2017.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

5. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that covers substantially all employees. During 2017, contributions amounted to $107,862.

6. Food Vouchers

The Organization acts as a conduit for the State of New Hampshire's Special Supplemental Food Program for Women, Infants and Children (WIC). The value of food vouchers distributed by the Organization was $1,240,323 for the year ended June 30, 2017. These amounts are not included in the accompanying financial statements as they are not part of the contract the Organization has with the State of New Hampshire for the WIC program.

7. Concentration of Risk

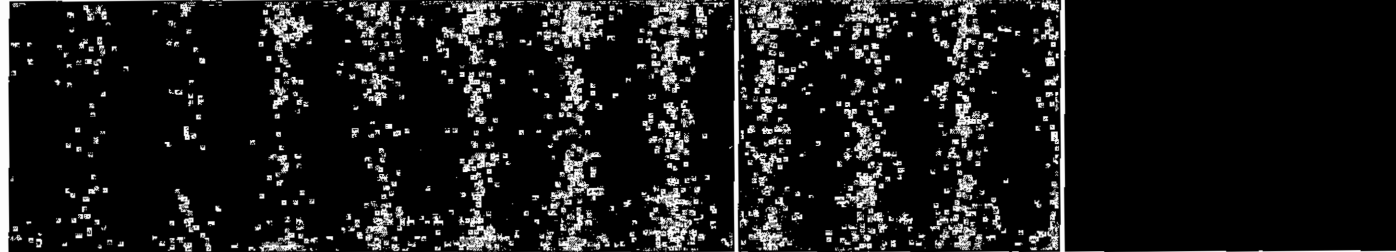
The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. At June 30, 2017, New Hampshire Medicaid represented 20%, and Medicare represented 18%, of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the year ended June 30, 2017, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 78% of grants, contracts, and contributions.

8. Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of June 30, 2017, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.



Families First

support for families...health care for all

FINANCIAL STATEMENTS

June 30, 2017 and 2016

With Independent Auditor's Report

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Families First of the Greater Seacoast

We have audited the accompanying financial statements of Families First of the Greater Seacoast, which comprise the balance sheets as of June 30, 2017 and 2016, and the related statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Families First of the Greater Seacoast as of June 30, 2017 and 2016, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Emphasis-of-Matter

As discussed in Note 1 to the financial statements under the heading s*ubsequent events*, Families First of the Greater Seacoast is anticipated to merge into Goodwin Community Health effective January 1, 2018.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
December 13, 2017

FAMILIES FIRST OF THE GREATER SEACOAST

Balance Sheets

June 30, 2017 and 2016

ASSETS

	2017	2016
Current assets		
Cash and cash equivalents	$ 498,178	$ 726,265
Patient accounts receivable, less allowance for uncollectible accounts of $72,858 in 2017 and $62,155 in 2016	357,710	337,248
Grants receivable	154,607	85,670
Pledges receivable	245,354	197,507
Other current assets	73,669	36,247
Total current assets	1,329,518	1,382,937
Investments	213,182	156,031
Investment in limited liability company	20,298	16,204
Assets limited as to use	1,529,899	1,450,076
Property and equipment, net	574,959	573,466
Total assets	$ 3,667,856	$ 3,578,714

LIABILITIES AND NET ASSETS

	2017	2016
Current liabilities		
Accounts payable and accrued expenses	$ 191,370	$ 112,479
Accrued payroll and related expenses	407,226	463,760
Patient deposits	76,773	58,215
Deferred revenue	2,001	35,501
Total current liabilities and total liabilities	677,370	669,955
Net assets		
Unrestricted	1,122,118	1,238,753
Temporarily restricted	640,418	469,319
Permanently restricted	1,227,950	1,200,687
Total net assets	2,990,486	2,908,759
Total liabilities and net assets	$ 3,667,856	$ 3,578,714

The accompanying notes are an integral part of these financial statements.

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Operations

Years Ended June 30, 2017 and 2016

	2017	2016
Operating revenue		
Patient service revenue	**$ 2,569,065**	$ 2,627,125
Provision for bad debts	**(59,565)**	(63,508)
Net patient service revenue	**2,509,500**	2,563,617
Grants and contracts	**1,674,814**	1,689,549
Contributions	**963,634**	1,003,671
Equity in earnings of limited liability company	**4,094**	15,704
Other operating revenue	**46,543**	68,811
Net assets released from restrictions for operations	**1,213,483**	840,222
Total operating revenue	**6,412,068**	6,181,574
Operating expenses		
Salaries and benefits	**4,815,840**	4,389,821
Other operating expenses	**1,629,041**	1,507,681
Depreciation	**104,785**	83,306
Total operating expenses	**6,549,666**	5,980,808
Operating (loss) income	**(137,598)**	200,766
Non-operating revenue and gains (losses)		
Investment income	**5,916**	3,057
Change in fair value of investments	**14,337**	(5,851)
Total non-operating revenue and gains (losses)	**20,253**	(2,794)
(Deficit) excess of revenue over expenses	**(117,345)**	197,972
Grants and contributions received for capital acquisition	**27,973**	125,000
Reclassification to permanently restricted net assets	**(27,263)**	-
(Decrease) increase in unrestricted net assets	**$ (116,635)**	$ 322,972

The accompanying notes are an integral part of these financial statements.

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Changes in Net Assets

Years Ended June 30, 2017 and 2016

	2017	2016
Unrestricted net assets		
(Deficit) excess of revenue over expenses	$ (117,345)	$ 197,972
Grants and contributions received for capital acquisition	27,973	125,000
Reclassification to permanently restricted net assets	(27,263)	-
(Decrease) increase in unrestricted net assets	(116,635)	322,972
Temporarily restricted net assets		
Contributions	1,232,559	698,982
Investment income	33,195	25,187
Change in fair value of investments	118,828	(46,053)
Net assets released from restrictions for operations	(1,213,483)	(840,222)
Increase (decrease) in temporarily restricted net assets	171,099	(162,106)
Permanently restricted net assets		
Reclassification from unrestricted net assets	27,263	-
Increase in permanently restricted net assets	27,263	-
Change in net assets	81,727	160,866
Net assets, beginning of year	2,908,759	2,747,893
Net assets, end of year	$ 2,990,486	$ 2,908,759

The accompanying notes are an integral part of these financial statements.

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Cash Flows

Years Ended June 30, 2017 and 2016

	2017	2016
Cash flows from operating activities		
Change in net assets	$ 81,727	$ 160,866
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Provision for bad debts	59,565	63,508
Depreciation	104,785	83,306
Equity in earnings of limited liability company	(4,094)	(15,704)
Restricted contributions for long-term purposes	(27,973)	(125,000)
Change in fair value of investments	(133,165)	51,904
(Increase) decrease in the following assets:		
Patient accounts receivable	(80,027)	(102,924)
Grants receivable	(68,937)	(13,048)
Pledges receivable	(47,847)	77,960
Other current assets	(37,422)	(9,646)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	78,891	59,899
Accrued payroll and related expenses	(56,534)	150,575
Patient deposits	18,558	10,293
Deferred revenue	(33,500)	(24,699)
Net cash (used) provided by operating activities	(145,973)	367,290
Cash flows from investing activities		
Capital acquisitions	(106,278)	(237,989)
Purchase of investments	(417,123)	(28,742)
Proceeds from the sale of investments	413,314	150,036
Net cash used by investing activities	(110,087)	(116,695)
Cash flows from financing activities		
Restricted contributions for long-term purposes	27,973	125,000
Net (decrease) increase in cash and cash equivalents	(228,087)	375,595
Cash and cash equivalents, beginning of year	726,265	350,670
Cash and cash equivalents, end of year	$ 498,178	$ 726,265

The accompanying notes are an integral part of these financial statements.

1. Summary of Significant Accounting Policies

Organization

Families First of the Greater Seacoast (Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides comprehensive medical and family support services, including primary care, dental, well child care, substance abuse counseling, parenting education, and home visitation programs to residents of the Seacoast region (New Hampshire and Maine).

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds and exclude amounts whose use is limited by Board designation or donor-imposed restrictions.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Organization has not changed its methodology for estimating the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts at June 30 is as follows:

	2017	2016
Balance, beginning of year	$ 62,155	$ 54,489
Provision	59,565	63,508
Write-offs	(48,862)	(55,842)
Balance, end of year	$ 72,858	$ 62,155

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Investments

The Organization reports investments at fair value. Investments include donor endowment funds and board-designated assets. Accordingly, investments have been classified as non-current assets on the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

Investment income and the change in fair value are included in the (deficit) excess of revenue over expenses, unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

Investment in Limited Liability Company

The Organization is one of eight members who have each made a capital contribution of $500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to $20,298 and $16,204 at June 30, 2017 and 2016, respectively.

Assets Limited As To Use

Assets limited as to use include assets designated by the Board of Directors for future use and donor-restricted contributions to be held in perpetuity.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the (deficit) excess of revenue over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Patient Deposits

Patient deposits consist of payments made by patients in advance of significant dental work based on quotes for the work to be performed.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor.

Permanently restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity, the income of which is primarily available for operations.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

Donated Goods and Services

Various program help and support for the daily operations of the Organization's programs were provided by the general public of the communities served by the Organization. Donated supplies and services are recorded at their estimated fair values on the date of receipt. Donated supplies and services amounted to $329,396 and $294,007 for the years ended June 30, 2017 and 2016, respectively.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of operations as "net assets released from restrictions."

Promises to Give

Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. Given the short term nature of the pledges, they are not discounted and no reserve for uncollectible pledges has been established. Conditional promises to give are not included as support until the conditions are substantially met.

Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	2017	2016
Program services	**$ 5,793,757**	$ 5,202,419
Administrative and general	**603,067**	621,430
Fundraising	**152,842**	156,959
Total	**$ 6,549,666**	$ 5,980,808

(Deficit) Excess of Revenue Over Expenses

The statements of operations reflect the (deficit) excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the (deficit) excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 13, 2017, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

In accordance with a Board-approved merger agreement dated August 1, 2017 and a plan of merger dated November 8, 2017, the operations of the Organization will merge into Goodwin Community Health on January 1, 2018. Goodwin Community Health will be the surviving entity with the new legal business name of Greater Seacoast Community Health. The Organization is awaiting written approval of the proposed merger from the Health Resources Services Administration.

2. Investments and Assets Limited as to Use

Investments, stated at fair value, consisted of the following:

	2017	2016
Long-term investments	**$ 213,182**	$ 156,031
Assets limited as to use	**1,529,899**	1,450,076
Total investments	**$ 1,743,081**	$ 1,606,107

Assets limited as to use are restricted for the following purposes::

	2017	2016
Designated by the governing board		
For future use	**$ 44,471**	$ 73,142
Donor-restricted endowment		
Temporarily restricted earnings	**257,478**	176,247
Permanently restricted principal	**1,227,950**	1,200,687
Total	**$ 1,529,899**	$ 1,450,076

Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within FASB ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value:

	Investments at Fair Value as of June 30, 2017			
	Level 1	**Level 2**	**Level 3**	**Total**
Money market funds	$ 6,461	-	-	6,461
Mutual funds	1,736,620	-	-	1,736,620
Total investments	$ 1,743,081	$ -	$ -	$ 1,743,081

	Investments at Fair Value as of June 30, 2016			
	Level 1	Level 2	Level 3	Total
Money market funds	6,504	-	-	6,504
Mutual funds	1,599,603	-	-	1,599,603
Total investments	$ 1,606,107	$ -	$ -	$ 1,606,107

Investment income and gains (losses) for cash equivalents and investments consist of the following:

	2017	2016
Unrestricted net assets		
Investment income	$ **5,916**	$ 3,057
Change in fair value of investments	**14,337**	(5,851)
Restricted net assets		
Investment income	**33,195**	25,187
Change in fair value of investments	**118,828**	(46,053)
Total	$ **172,276**	$ (23,660)

3. Pledges Receivable

Pledges receivable consisted of the following:

	2017	2016
Scheduled amounts due in:		
Less than one year	$ **245,354**	$ 197,507

Pledges receivable have not been discounted as the amount is not material to the financial statements as a whole. The Organization believes all pledges are fully collectible.

4. Property and Equipment

Property and equipment consisted of the following:

	2017	2016
Leasehold improvements	$ **224,204**	$ 179,031
Furniture, fixtures, and equipment	**1,098,656**	1,037,550
Total cost	**1,322,860**	1,216,581
Less accumulated depreciation	**(747,901)**	(643,115)
Property and equipment, net	$ **574,959**	$ 573,466

5. Line of Credit

The Organization has a $250,000 line of credit with a local bank through May 2018. The line of credit is collateralized by accounts receivable. The interest rate at June 30, 2017 was 4.25%. There was no outstanding balance at June 30, 2017 and 2016.

6. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets consisted of the following:

	2017	2016
Temporarily restricted		
Unrestricted pledges receivable	$ 245,354	$ 197,507
Program services	137,586	95,565
Endowment earnings	257,478	176,247
Total temporarily restricted	$ 640,418	$ 469,319
Permanently restricted		
Endowment	$ 1,227,950	$ 1,200,687

7. Endowments

Interpretation of Relevant Law

The Organization's endowments primarily consist of an investment portfolio managed by the Investment Sub-Committee. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund, if any, is classified as temporarily restricted net assets until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

(1) The duration and preservation of the fund;
(2) The purposes of the Organization and the donor-restricted endowment fund;
(3) General economic conditions;
(4) The possible effect of inflation and deflation;
(5) The expected total return from income and the appreciation of investments;
(6) Other resources of the Organization; and
(7) The investment policies of the Organization.

Spending Policy

The Organization has a policy of appropriating for expenditure an amount equal to 5% of the endowment fund's average fair market value over the prior 20 quarters. The earnings on the endowment fund are to be used for operations.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of perpetual duration. There were no such deficiencies as of June 30, 2017 and 2016.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

Endowment Net Asset Composition by Type of Fund

The endowment net asset composition by type of fund is as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
2017				
Donor-restricted endowment funds	$ -	$ 257,478	$ 1,227,950	$ 1,485,428
2016				
Donor-restricted endowment funds	$ -	$ 176,247	$ 1,200,687	$ 1,376,934

The Organization had the following endowment-related activities:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, June 30, 2015	$ -	$ 267,234	$ 1,200,687	$ 1,467,921
Investment return				
Investment income	-	25,187	-	25,187
Change in fair value of investments	-	(46,053)	-	(46,053)
Appropriation of endowment assets for expenditures	-	(70,121)	-	(70,121)
Endowment net assets, June 30, 2016	-	176,247	1,200,687	1,376,934
Investment return				
Investment income	-	**33,195**	-	**33,195**
Change in fair value of investments	-	**118,828**	-	**118,828**
Reclassification	-	-	**27,263**	**27,263**
Appropriation of endowment assets for expenditures	-	**(70,792)**	-	**(70,792)**
Endowment net assets, June 30, 2017	**$ -**	**$ 257,478**	**$ 1,227,950**	**$ 1,485,428**

8. Patient Service Revenue

Patient service revenue follows:

	2017	2016
Medicare	**$ 263,092**	$ 267,336
Medicaid	**1,489,762**	1,595,264
Third-party payers and private pay	**816,211**	764,525
Total patient service revenue	**$ 2,569,065**	$ 2,627,125

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

The Organization is reimbursed for the medical care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by Federal guidelines. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2016.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to approximately $1,355,000 and $1,222,000 for the years ended June 30, 2017 and 2016, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

9. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that covers substantially all employees. Employer discretionary contributions are funded at a percentage of eligible employees' salaries. The Organization contributed $94,241 for the year ended June 30, 2016. The Organization did not incur expenses under the plan for the year ended June 30, 2017.

10. Concentration of Risk

The Organization receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2017 and 2016, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 85% of grants and contracts.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. The mix of medical patient service revenue receivables from patients and third-party payers was as follows as of June 30:

	2017	2016
Medicare	**14 %**	15 %
Medicaid	**38 %**	45 %
Other	**48 %**	40 %
	100 %	100 %

11. Commitments and Contingencies

Medical Malpractice Insurance

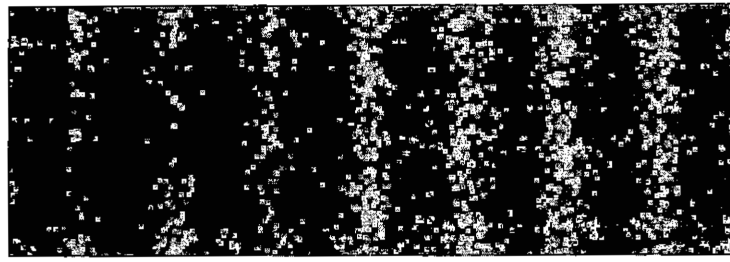
The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2017, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

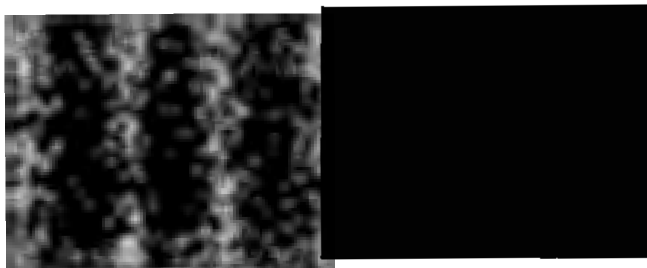
Leases

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are as follows:

2018	$ 172,023
2019	88,212
Total	$ 260,235

Rental expense amounted to $151,271 and $142,017 for the years ended June 30, 2017 and 2016, respectively. Rent expense includes a charge per square foot for utilities and housekeeping services.





CONSOLIDATED FINANCIAL STATEMENTS

and

ADDITIONAL INFORMATION

June 30, 2016 and 2015

With Independent Auditor's Report

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Goodwin Community Health and Subsidiary

We have audited the accompanying consolidated financial statements of Goodwin Community Health and Subsidiary (the Organization), which comprise the consolidated balance sheets as of June 30, 2016 and 2015, and the related consolidated statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Goodwin Community Health and Subsidiary as of June 30, 2016 and 2015, and the results of their operations, changes in their net assets and their cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 13, 2016

GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

Consolidated Balance Sheets

June 30, 2016 and 2015

ASSETS

	2016	2015
Continuing operations		
Current assets		
Cash and cash equivalents	$ 2,603,347	$ 1,632,421
Patient accounts receivable, less allowance for uncollectible accounts of $128,995 in 2016 and $79,554 in 2015	824,547	553,922
Grants receivable	615,693	472,843
Inventory	57,751	-
Other current assets	27,459	23,594
Total current assets	4,128,797	2,682,780
Investments	202,194	200,125
Investment in limited liability company	16,203	-
Property and equipment, net	6,063,645	6,145,032
Total assets, continuing operations	10,410,839	9,027,937
Discontinued operations		
Current assets		
Cash and cash equivalents	34,054	37,467
Patient accounts receivable, less allowance for uncollectible accounts of $- in 2016 and $1,824 in 2015	-	103,801
Other current assets	-	1,878
Total current assets	34,054	143,146
Property and equipment, net	-	2,651
Goodwill	-	17,582
Total assets, discontinued operations	34,054	163,379
Total assets	$10,444,893	$ 9,191,316

The accompanying notes are an integral part of these consolidated financial statements.

GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

Consolidated Balance Sheets (Concluded)

June 30, 2016 and 2015

LIABILITIES AND NET ASSETS (DEFICIT)

	2016	2015
Continuing operations		
Current liabilities		
Line of credit	$ -	$ 56,500
Accounts payable and accrued expenses	**115,852**	181,271
Accrued payroll and related expenses	**483,582**	358,224
Current maturities of long-term debt	**27,490**	155,389
Total current liabilities	**626,924**	751,384
Long-term debt, less current maturities	**501,789**	701,676
Total liabilities	**1,128,713**	1,453,060
Net assets		
Unrestricted	**9,282,126**	7,574,877
Total liabilities and net assets, continuing operations	**10,410,839**	9,027,937
Discontinued operations		
Current liabilities		
Accounts payable and accrued expenses	**-**	124,973
Accrued payroll and related expenses	**-**	75,256
Current maturities of long-term debt	**-**	6,351
Total current liabilities	**-**	206,580
Long-term debt, less current maturities	**-**	6,605
Total liabilities	**-**	213,185
Net assets (deficit)		
Unrestricted	**34,054**	(49,806)
Total liabilities and net assets (deficit), discontinued operations	**34,054**	163,379
Total liabilities	**1,128,713**	1,666,245
Total net assets	**9,316,180**	7,525,071
Total liabilities and net assets	**$ 10,444,893**	$ 9,191,316

GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

Consolidated Statements of Operations and Changes in Net Assets

Years Ended June 30, 2016 and 2015

	2016	2015
Continuing operations		
Operating revenue and support		
Patient service revenue	**$ 6,317,240**	$ 5,322,573
Provision for bad debts	**(312,321)**	(256,074)
Net patient service revenue	**6,004,919**	5,066,499
Grants, contracts, and contributions	**3,737,779**	3,219,481
Equity in earnings of limited liability company	**16,203**	-
Other operating revenue	**103,065**	172,078
Total operating revenue and support	**9,861,966**	8,458,058
Operating expenses		
Salaries and benefits	**6,221,917**	5,182,403
Other operating expenses	**1,789,611**	1,365,911
Depreciation	**232,752**	252,522
Interest expense	**33,276**	45,167
Total operating expenses	**8,277,556**	6,846,003
Excess of revenue over expenses	**1,584,410**	1,612,055
Grants for capital acquisition	**122,839**	125,397
Increase in unrestricted net assets, continuing operations	**1,707,249**	1,737,452

The accompanying notes are an integral part of these consolidated financial statements.

GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

Consolidated Statements of Operations and Changes in Net Assets (Concluded)

Years Ended June 30, 2016 and 2015

	2016	2015
Discontinued operations		
Operating revenue and support		
Patient service revenue	$ 279,763	$ 823,473
(Provision for) reduction in allowance for bad debts	(19,466)	1,030
Net patient service revenue	260,297	824,503
Grants, contracts, and contributions	1,522	1,207
Gain on disposal of discontinued operations	147,156	-
Other operating revenue	572	91,358
Total operating revenue and support	409,547	917,068
Operating expenses		
Salaries and benefits	257,382	732,415
Other operating expenses	65,523	139,200
Depreciation	2,651	1,221
Interest expense	131	258
Total operating expenses	325,687	873,094
Excess of revenue over expenses and increase in unrestricted net assets, discontinued operations	83,860	43,974
Increase in unrestricted net assets	1,791,109	1,781,426
Unrestricted net assets, beginning of year	7,525,071	5,743,645
Unrestricted net assets, end of year	$ 9,316,180	$ 7,525,071

GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

Consolidated Statements of Cash Flows

Years Ended June 30, 2016 and 2015

	2016	2015
Cash flows from operating activities		
Change in net assets	$ 1,791,109	$ 1,781,426
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Unrestricted gain from discontinued operations	(83,860)	(43,974)
Provision for bad debts	312,321	256,074
Depreciation	232,752	252,522
Equity in earnings of limited liability company	(16,203)	-
Grants for capital acquisition	(122,839)	(125,397)
Debt forgiveness	(52,000)	(25,000)
Increase in		
Patient accounts receivable	(582,946)	(379,401)
Grants receivable	(142,850)	(310,233)
Other assets	(3,865)	(237)
Inventory	(57,751)	-
Increase (decrease) in		
Accounts payable and accrued expenses	(65,419)	818
Accrued salaries and related amounts	125,358	52,002
Net cash provided by operating activities from continuing operations	1,333,807	1,458,600
Net cash provided by operating activities from discontinued operations	(155,195)	23,076
Net cash provided by operating activities	1,178,612	1,481,676
Cash flows from investing activities		
Capital acquisitions	(151,365)	(125,396)
Purchase of investments	(2,069)	(200,125)
Net cash used by investing activities from continuing operations	(153,434)	(325,521)
Net cash provided by investing activities from discontinued operations	164,738	-
Net cash provided (used) by investing activities	11,304	(325,521)

The accompanying notes are an integral part of these consolidated financial statements.

GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

Consolidated Statements of Cash Flows (Concluded)

Years Ended June 30, 2016 and 2015

	2016	2015
Cash flows from financing activities		
Grants for capital acquisition	**122,839**	125,397
Payments on long-term debt	**(327,786)**	(148,229)
Payments on line of credit	**(4,500)**	(112,000)
Net cash used by financing activities from continuing operations	**(209,447)**	(134,832)
Net cash used by financing activities from discontinued operations	**(12,956)**	(7,014)
Net cash used by financing activities	**(222,403)**	(141,846)
Net increase in cash and cash equivalents	**967,513**	1,014,309
Cash and cash equivalents, beginning of year	**1,669,888**	655,579
Cash and cash equivalents, end of year	**$ 2,637,401**	$ 1,669,888
Supplemental disclosures of cash flow information		
Cash paid for interest	$ 33,407	$ 45,425
Noncash transaction - debt forgiveness	52,000	25,000

The accompanying notes are an integral part of these consolidated financial statements.

Organization

Goodwin Community Health (GCH) is a non-stock, not-for-profit corporation organized in New Hampshire. GCH is a Federally Qualified Health Center (FQHC) which provides prenatal care, social support, and public health services to low-income persons.

Subsidiary

Great Bay Mental Health Associates, Inc. (GBMHA), a wholly-owned, for-profit subsidiary, is engaged in providing mental health services in the Strafford County, New Hampshire community through its employees and independent contractors who are qualified and licensed to practice in the State of New Hampshire.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of GCH and its subsidiary, GBMHA (collectively, the Organization). All significant intercompany balances and transactions have been eliminated in consolidation.

Discontinued Operations

On December 31, 2015, the Organization sold GBMHA's name and phone numbers, furniture and equipment, and medical and business supplies to Wentworth-Douglass Physician Corporation, a New Hampshire not-for-profit corporation, for $164,738. The Organization maintained GBMHA's cash and cash equivalents, insurance claims, federal tax identification number, tax refunds, accounts receivable, goodwill, and the business books and records.

The Organization's consolidated financial statements reflect GBMHA's assets, revenues, gain, losses and expenses and cash flows as discontinued operations as of and for the years ended June 30, 2016 and 2015.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes

GCH is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, GCH is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. GBMHA is a non-exempt organization and files applicable Form 1120 (corporate return). No provision for income taxes was necessary for the years ended June 30, 2016 and 2015.

Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements. The Organization is subject to U.S. federal and state examinations by tax authorities for the years ended June 30, 2012 through June 30, 2016.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Organization has not changed its methodology for estimating the allowance for uncollectible accounts during 2016 or 2015.

A reconciliation of the allowance for uncollectible accounts at June 30 is as follows:

	2016	2015
Balance, beginning of year	$ **81,378**	$ 88,420
Provision	**331,787**	255,044
Write-offs	**(284,170)**	(262,086)
Balance, end of year	$ **128,995**	$ 81,378

The increase in the allowance is primarily due to an increase in the amount due from patients with commercial insurance as a result of increased deductibles and co-pays.

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Inventory

Inventory consisting of pharmaceutical drugs is valued using the retail method and is measured at the lower of cost or market.

Investments

Investments consist of certificates of deposit with a maturity in excess of one year.

Investment in Limited Liability Company

The Organization is one of eight partners who have each made a capital contribution of $500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to $16,203 at June 30, 2016.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the excess of revenues over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization operates a pharmacy and also contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the contracted pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses and drug costs incurred related to the program are included in other operating expenses. Expenses related to the operation of the Organization's pharmacy are categorized in the applicable operating expense classifications.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statements of operations as "net assets released from restrictions." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying consolidated financial statements.

Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	2016	2015
Program services	**$ 7,042,192**	$ 6,377,552
Administrative and general	**1,301,950**	1,160,709
Fundraising	**259,101**	180,836
Total	**$ 8,603,243**	$ 7,719,097

Excess of Revenue Over Expenses

The consolidated statements of operations reflect the excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these consolidated financial statements, management has considered transactions or events occurring through December 13, 2016, the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

2. Property and Equipment

Property and equipment consisted of the following:

	2016	2015
Land	$ 718,427	$ 718,427
Building and improvements	5,802,958	5,670,162
Furniture, fixtures, and equipment	1,449,887	1,364,376
Total cost	7,971,272	7,752,965
Less accumulated depreciation	1,907,627	1,698,003
Total cost, less accumulated depreciation	6,063,645	6,054,962
Construction in progress	-	92,721
Property and equipment, net	$ 6,063,645	$ 6,147,683

The Organization's facility was built and renovated with federal grant funding under the ARRA - Capital Improvement Program and ACA - Capital Development Program. In accordance with the grant agreements, a Notice of Federal Interest (NFI) was required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management, Health Resources and Services Administration (OFAM, HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

Upon obtaining the mortgage included in Note 4 below on the Organization's facility, the Organization received the required written permission from OFAM and HRSA where by HRSA subordinated its Federal Interest in the property to the bank.

3. Line of Credit

The Organization has a $200,000 line of credit with Frisbie Memorial Hospital. The line of credit is interest-free, unsecured, and due on demand. The outstanding balances on the line of credit at June 30, 2016 and 2015 were $- and $56,500, respectively.

4. Long-Term Debt

Long-term debt consists of the following:

	2016	2015
Variable-rate note payable to a local bank, payable in monthly installments of $4,464, including interest at 4.75%, through December 2018, at which time the interest will be adjusted to the Federal Home Loan Bank of Boston Rate plus 2.5% and every five years thereafter through December 2029, collateralized by real estate which is subject to a Notice of Federal Interest (see Note 2).	$ **529,279**	$ 556,504
Note payable to a not-for-profit corporation, payable in monthly installments of $8,069, including interest at 5.25%, through September 2017, collateralized by real estate which is subject to a Notice of Federal Interest (see Note 2) and all other assets. The note was paid in full during 2016.	**-**	205,217
Note payable to a local bank, payable in monthly installments of $1,860, including interest at 4.75%, through January 2019, collateralized by all assets. The note was paid in full during 2016.	**-**	73,251
Note payable to the New Hampshire Health and Education Facilities Authority, payable in monthly installments of $1,709, including interest at 1.00%, through July 2016. The note is unsecured.	**-**	22,093
Variable-rate note payable to a local bank, payable in monthly installments of $596, including interest at Prime plus 1.5% with a 4% floor, currently at 4.75%, through June 2017, collateralized by all assets of GBMHA and an unlimited corporate guaranty of GCH.	**-**	12,956
Total long-term debt	**529,279**	870,021
Less current maturities	**27,490**	161,740
Long-term debt, less current maturities	$ **501,789**	$ 708,281

The Organization is required to meet certain administrative and financial covenants under various loan agreements included above. The Organization is in compliance with all loan covenants at June 30, 2016.

Maturities of long-term debt for the next five years are as follows:

2017	$ 27,490
2018	30,124
2019	31,587
2020	33,120
2021	34,728

5. Patient Service Revenue

Patient service revenue is as follows:

	2016	2015
Medicare	**$ 728,783**	$ 638,547
Medicaid	**2,930,718**	3,131,251
Third-party payers and private pay	**2,240,792**	2,131,634
Medical and dental patient service revenue	**5,900,293**	5,901,432
340B pharmacy revenue	**696,710**	244,614
Total patient service revenue	**$ 6,597,003**	$ 6,146,046

The Organization has agreements with the Centers for Medicare & Medicaid Services (Medicare) and New Hampshire Medicaid. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Management believes that the Organization is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

Effective July 1, 2015, the Organization began to be reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically adjusted rate determined by federal guidelines. Prior to July 1, 2015, the Organization was reimbursed at specified interim contractual rates during the year. Differences between the Medicare interim contractual rate and the cost of care as defined by the Principles of Reimbursement governing the program were determined and settled on a retrospective basis. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2015.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to approximately $485,000 and $486,000 for the years ended June 30, 2016 and 2015, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

6. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that covers substantially all employees. In 2011, the Organization temporarily suspended the employer match. During 2016, the match was reinstated and contributions amounted to $22,668.

7. WIC Food Vouchers

The Organization acts as a conduit for the State of New Hampshire's Special Supplemental Food Program for Women, Infants and Children (WIC). This program is funded by the U.S. Department of Agriculture (Code of Federal Domestic Assistance #10.565). The value of food vouchers distributed by the Organization was $1,463,583 and $1,570,536 for the years ended June 30, 2016 and 2015, respectively. These amounts are not included in the accompanying consolidated financial statements as they are not part of the contract the Organization has with the State of New Hampshire for the WIC program.

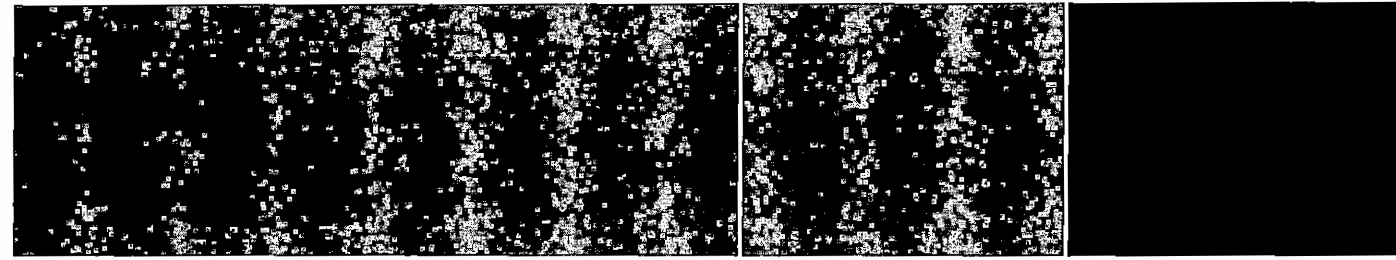
8. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. At June 30, 2016 and 2015, New Hampshire Medicaid represented 29% and 31%, respectively, and Medicare represented 18% and 9%, respectively, of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

9. Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of June 30, 2016, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.



Families First

support for families...health care for all

FINANCIAL STATEMENTS

June 30, 2016 and 2015

With Independent Auditor's Report

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Families First of the Greater Seacoast

We have audited the accompanying financial statements of Families First of the Greater Seacoast, which comprise the balance sheets as of June 30, 2016 and 2015, and the related statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Families First of the Greater Seacoast as of June 30, 2016 and 2015, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 9, 2016

FAMILIES FIRST OF THE GREATER SEACOAST

Balance Sheets

June 30, 2016 and 2015

ASSETS

	2016	2015
Current assets		
Cash and cash equivalents	$ 726,265	$ 350,670
Patient accounts receivable, less allowance for uncollectible accounts of $62,155 in 2016 and $54,489 in 2015	337,248	297,832
Grants receivable	85,670	72,622
Current portion of pledges receivable	197,507	275,467
Other current assets	36,247	26,601
Total current assets	1,382,937	1,023,192
Investments	156,031	99,769
Investment in limited liability company	16,204	-
Assets limited as to use	1,450,076	1,680,036
Property and equipment, net	573,466	418,783
Total assets	$ 3,578,714	$ 3,221,780

LIABILITIES AND NET ASSETS

	2016	2015
Current liabilities		
Accounts payable and accrued expenses	$ 112,479	$ 52,580
Accrued payroll and related expenses	463,760	313,185
Patient deposits	58,215	47,922
Deferred revenue	35,501	60,200
Total liabilities	669,955	473,887
Net assets		
Unrestricted	1,238,753	915,781
Temporarily restricted	469,319	631,425
Permanently restricted	1,200,687	1,200,687
Total net assets	2,908,759	2,747,893
Total liabilities and net assets	$ 3,578,714	$ 3,221,780

The accompanying notes are an integral part of these financial statements.

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Operations

Years Ended June 30, 2016 and 2015

	2016	2015
Operating revenue		
Patient service revenue	$ 2,627,125	$ 2,152,348
Provision for bad debts	(63,508)	(37,705)
Net patient service revenue	2,563,617	2,114,643
Grants and contracts	1,689,549	1,332,274
Contributions	1,003,671	1,348,525
Equity earnings of limited liability company	15,704	-
Other operating revenue	68,811	120,613
Net assets released from restrictions for operations	840,222	1,159,515
Total operating revenue	6,181,574	6,075,570
Operating expenses		
Salaries and benefits	4,389,821	4,121,046
Other operating expenses	1,507,681	1,211,689
Depreciation	83,306	80,984
Interest expense	-	6,666
Total operating expenses	5,980,808	5,420,385
Operating income	200,766	655,185
Non-operating revenue and gains		
Investment income	3,057	2,452
Gain on sale of capital asset	-	34,844
Change in fair value of investments	(5,851)	(3,756)
Total non-operating revenue and gains	(2,794)	33,540
Excess of revenue over expenses	197,972	688,725
Contributions received for capital acquisition	125,000	-
Net assets released for capital acquisition	-	234,118
Increase in unrestricted net assets	$ 322,972	$ 922,843

The accompanying notes are an integral part of these financial statements.

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Changes in Net Assets

Years Ended June 30, 2016 and 2015

	2016	2015
Unrestricted net assets		
Excess of revenue over expenses	$ 197,972	$ 688,725
Contributions received for capital acquisition	125,000	-
Net assets released for capital acquisition	-	234,118
Increase in unrestricted net assets	322,972	922,843
Temporarily restricted net assets		
Contributions	698,982	750,695
Investment income	25,187	23,575
Change in fair value of investments	(46,053)	(26,114)
Net assets released from restrictions for operations	(840,222)	(1,159,515)
Net assets released for capital acquisition	-	(234,118)
Decrease in temporarily restricted net assets	(162,106)	(645,477)
Change in net assets	160,866	277,366
Net assets, beginning of year	2,747,893	2,470,527
Net assets, end of year	$ 2,908,759	$ 2,747,893

The accompanying notes are an integral part of these financial statements.

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Cash Flows

Years Ended June 30, 2016 and 2015

	2016	2015
Cash flows from operating activities		
Change in net assets	$ 160,866	$ 277,366
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Provision for bad debts	63,508	37,705
Depreciation	83,306	80,984
Equity earnings of limited liability company	(15,704)	-
Gain on sale of capital asset		(34,844)
Restricted contributions for long-term purposes	(125,000)	-
Change in fair value of investments	51,904	29,870
(Increase) decrease in the following assets:		
Patient accounts receivable	(102,924)	(119,498)
Grants receivable	(13,048)	44,794
Pledges receivable	77,960	332,523
Other current assets	(9,646)	7,210
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	59,899	(64,571)
Accrued payroll and related expenses	150,575	921
Patient deposits	10,293	6,949
Deferred revenue	(24,699)	48,420
Net cash provided by operating activities	367,290	647,829
Cash flows from investing activities		
Capital acquisitions	(237,989)	(217,073)
Proceeds from sale of capital asset	-	35,000
Purchase of investments	(28,742)	(363,435)
Proceeds from the sale of investments	150,036	91,555
Net cash used by investing activities	(116,695)	(453,953)
Cash flows from financing activities		
Payments on line of credit	-	(243,849)
Restricted contributions for long-term purposes	125,000	-
Net cash provided (used) by financing activities	125,000	(243,849)
Net increase (decrease) in cash and cash equivalents	375,595	(49,973)
Cash and cash equivalents, beginning of year	350,670	400,643
Cash and cash equivalents, end of year	$ 726,265	$ 350,670
Supplemental disclosures of cash flow information		
Cash paid for interest	$ -	$ 6,666

The accompanying notes are an integral part of these financial statements.

1. Summary of Significant Accounting Policies

Organization

Families First of the Greater Seacoast (Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides comprehensive medical and family support services, including primary care, dental, well child care, substance abuse counseling, parenting education, and home visitation programs to residents of the Seacoast region (New Hampshire and Maine).

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds and exclude amounts whose use is limited by Board designation or donor-imposed restrictions.

Allowance for Uncollectible Accounts

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Organization has not changed its methodology for estimating the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts at June 30 is as follows:

	2016	2015
Balance, beginning of year	**$ 54,489**	$ 51,984
Provision	**63,508**	37,705
Write-offs	**(55,842)**	(35,200)
Balance, end of year	**$ 62,155**	$ 54,489

The increase in provision is primarily due to an increase in patient balances over 120 days old.

Grants Receivable

Grants receivable are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

Investments

The Organization reports investments at fair value, and has elected to report all gains and losses in the excess (deficiency) of revenues over expenses to simplify the presentation of these amounts in the statement of operations. Investments include donor endowment funds and board-designated assets. Accordingly, investments have been classified as non-current assets on the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

Investment income and the change in fair value are included in the excess of revenue over expenses, unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

Investment in Limited Liability Company

The Organization is one of eight partners who have each made a capital contribution of $500 to Primary Health Care Partners, LLC (PHCP) during 2015. The Organization's investment in PHCP is reported using the equity method and the investment amounted to $16,204 and $- at June 30, 2016 and 2015, respectively.

Assets Limited As To Use

Assets limited as to use include assets designated by the Board of Directors for future use and donor-restricted contributions to be held in perpetuity.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the excess of revenues over expenses unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor.

Permanently restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity, the income of which is primarily available for operations.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

Donated Goods and Services

Various program help and support for the daily operations of the Organization's programs were provided by the general public of the communities served by the Organization. Donated supplies and services are recorded at their estimated fair values on the date of receipt. Donated supplies and services amounted to $294,007 and $147,044 for the years ended June 30, 2016 and 2015, respectively.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of operations as "net assets released from restrictions." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Promises to Give

Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. Given the short term nature of the pledges, they are not discounted and no reserve for uncollectible pledges has been established. Conditional promises to give are not included as support until the conditions are substantially met.

Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	2016	2015
Program services	**$ 5,202,419**	$ 4,706,160
Administrative and general	**621,430**	574,957
Fundraising	**156,959**	139,268
Total	**$ 5,980,808**	$ 5,420,385

Excess of Revenue Over Expenses

The statements of operations reflect the excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through November 9, 2016, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Investments

Investments, stated at fair value, consisted of the following:

	2016	2015
Long-term investments	$ 156,031	$ 99,769
Assets limited as to use	1,450,076	1,541,850
Total investments	$ 1,606,107	$ 1,641,619

Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's investments at fair value:

	Investments at Fair Value as of June 30, 2016			
	Level 1	Level 2	Level 3	Total
Money market funds	$ 6,504	-	-	6,504
Mutual funds	1,599,603	-	-	1,599,603
Total investments	$ 1,606,107	$ -	$ -	$ 1,606,107

	Investments at Fair Value as of June 30, 2015			
	Level 1	Level 2	Level 3	Total
Money market funds	18,248	-	-	18,248
Mutual funds	1,623,371	-	-	1,623,371
Total investments	$ 1,641,619	$ -	$ -	$ 1,641,619

Investment income and gains (losses) for cash equivalents and investments consist of the following:

	2016	2015
Unrestricted net assets		
Investment income	**$ 3,057**	$ 2,452
Change in fair value of investments	**(5,851)**	(3,756)
Restricted net assets		
Investment income	**25,187**	23,575
Change in fair value of investments	**(46,053)**	(26,114)
Total	**$ (23,660)**	$ (3,843)

3. Assets Limited as to Use

Assets limited as to use consist of the following:

	2016	2015
Designated by the governing board		
For future use	**$ 73,142**	$ 212,115
Donor-restricted endowment		
Temporarily restricted earnings	**176,247**	267,234
Permanently restricted principal	**1,200,687**	1,200,687
Total	**$ 1,450,076**	$ 1,680,036

Assets limited as to use consisted of the following:

	2016	2015
Cash and cash equivalents	**$ -**	$ 138,186
Investments	**1,450,076**	1,541,850
Total	**$ 1,450,076**	$ 1,680,036

4. Pledges Receivable

Pledges receivable consisted of the following:

	2016	2015
Scheduled amounts due in:		
Less than one year	$ 197,507	$ 275,467

Pledges receivable have not been discounted as the amount is not material to the financial statements as a whole. The Organization believes all pledges are fully collectible.

5. Property and Equipment

Property and equipment consisted of the following:

	2016	2015
Leasehold improvements	$ 179,031	$ 179,031
Furniture, fixtures, and equipment	1,037,550	799,559
Total cost	1,216,581	978,590
Less accumulated depreciation	(643,115)	(559,807)
Property and equipment, net	$ 573,466	$ 418,783

6. Line of Credit

The Organization has a $250,000 line of credit with a local bank through May 1, 2017. The line of credit is collateralized by accounts receivable. The interest rate at June 30, 2016 was 3.50%. There was no outstanding balance at June 30, 2016 and 2015.

7. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets consisted of the following:

	2016	2015
Temporarily restricted		
Unrestricted pledges receivable	$ 213,711	$ 275,467
Program services	95,565	88,724
Endowment earnings	176,247	267,234
Total temporarily restricted	$ 485,523	$ 631,425
Permanently restricted		
Endowment	$ 1,200,687	$ 1,200,687

8. Endowments

Interpretation of Relevant Law

There were no board-designated endowments. The Organization's endowments primarily consist of an investment portfolio managed by the Investment Sub-Committee. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund, if any, is classified as temporarily restricted net assets until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

(1) The duration and preservation of the fund;
(2) The purposes of the Organization and the donor-restricted endowment fund;
(3) General economic conditions;
(4) The possible effect of inflation and deflation;
(5) The expected total return from income and the appreciation of investments;
(6) Other resources of the Organization; and
(7) The investment policies of the Organization.

Spending Policy

The Organization has a policy of appropriating for expenditure an amount equal to 5% of the endowment fund's average fair market value over the prior 20 quarters. The earnings on the endowment fund are to be used for operations.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of perpetual duration. There were no such deficiencies as of June 30, 2016 and 2015.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

Endowment Net Asset Composition by Type of Fund

The endowment net asset composition by type of fund is as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
2016				
Donor-restricted endowment funds	$ -	$ 176,247	$ 1,200,687	$ 1,376,934
2015				
Donor-restricted endowment funds	$ -	$ 267,234	$ 1,200,687	$ 1,467,921

The Organization had the following endowment-related activities:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, June 30, 2015	$ -	$ 267,234	$ 1,200,687	$ 1,467,921
Investment return				
Investment income	-	25,187	-	25,187
Change in fair value of investments	-	(46,053)	-	(46,053)
Appropriation of endowment assets for expenditures	-	(70,121)	-	(70,121)
Endowment net assets, June 30, 2016	$ -	$ 176,247	$ 1,200,687	$ 1,376,934

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, June 30, 2014	$ -	$ 336,328	$ 1,200,687	$ 1,537,015
Investment return				
Investment income	-	23,575	-	23,575
Change in fair value of investments	-	(26,114)	-	(26,114)
Appropriation of endowment assets for expenditures	-	(66,555)	-	(66,555)
Endowment net assets, June 30, 2015	$ -	$ 267,234	$ 1,200,687	$ 1,467,921

9. Patient Service Revenue

Patient service revenue follows:

	2016	2015
Medicare	$ **267,336**	$ 215,538
Medicaid	**1,595,264**	1,307,387
Third-party payers and private pay	**764,525**	629,423
Total patient service revenue	$ **2,627,125**	$ 2,152,348

The Organization has agreements with the Centers for Medicare and Medicaid Services (Medicare and New Hampshire and Maine Medicaid). Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

Effective July 1, 2015, the Organization began to be reimbursed for the care of qualified patients on a prospective basis, with retroactive settlements related to vaccine costs only. The prospective payment is based on a geographically-adjusted rate determined by federal guidelines. Prior to July 1, 2015, the Organization was reimbursed at specified interim contractual rates during the year. Differences between the Medicare interim contractual rate and the cost of care as defined by the Principles of Reimbursement governing the program were determined and settled on a retrospective basis. Overall, reimbursement was and continues to be subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2014.

Medicaid and Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively-determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per-member, per-month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to approximately $1,222,000 and $1,661,100 for the years ended June 30, 2016 and 2015, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

10. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that covers substantially all employees. Employer discretionary contributions are funded at a percentage of eligible employees' salaries. The Organization contributed $94,241 for the year ended June 30, 2016. The Organization did not incur expenses under the plan for the years ended June 30, 2015.

11. Concentration of Risk

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. The mix of medical patient service revenue receivables from patients and third-party payers was as follows as of June 30:

	2016	2015
Medicare	**15 %**	11 %
Medicaid	**45 %**	42 %
Other	**40 %**	47 %
	100 %	100 %

12. Commitments and Contingencies

Medical Malpractice Insurance

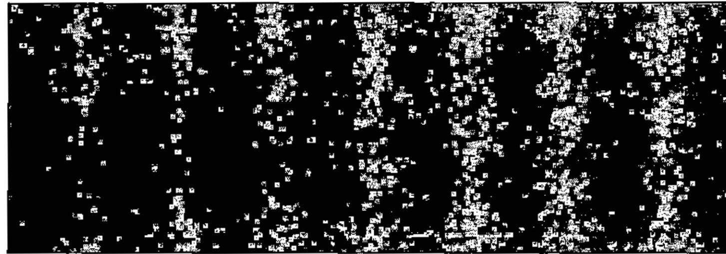
The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2016, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

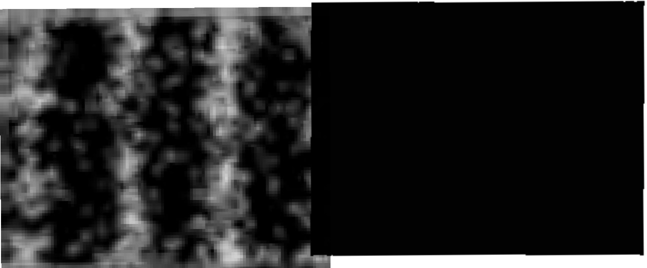
Leases

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are as follows:

2017	$ 159,973
2018	86,659
2019	7,848
Total	$ 254,480

Rental expense amounted to $142,017 and $133,381 for the years ended June 30, 2016 and 2015, respectively. Rent expense includes a charge per square foot for utilities and housekeeping services.





GOODWIN COMMUNITY HEALTH AND SUBSIDIARY

CONSOLIDATED FINANCIAL STATEMENTS

and

ADDITIONAL INFORMATION

June 30, 2015 and 2014

With Independent Auditor's Report

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Goodwin Community Health and Subsidiary

We have audited the accompanying consolidated financial statements of Goodwin Community Health and Subsidiary (the Organization), which comprise the consolidated balance sheet as of June 30, 2015, and the related consolidated statements of operations and changes in net assets and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. 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.

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Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Goodwin Community Health and Subsidiary as of June 30, 2015, and the results of their operations, changes in their net assets and their cash flows for the year then ended, in accordance with U.S. generally accepted accounting principles.

Auditor's Updated Opinion on 2015 Consolidated Financial Statements

In our report dated October 15, 2015, we expressed an unmodified opinion that the 2015 consolidated financial statements. The 2015 consolidated financial statements have been revised to correct the amount of cash used by investing activities on the consolidated statement of cash flows. The auditor's opinion is not modified with respect to that matter.

Adjustments to Prior Period Summarized Comparative Information

The consolidated financial statements of the Organization as of June 30, 2014 were audited by another auditor whose opinion dated November 25, 2014, on those statements was unmodified. As disclosed in Note 1, the Organization has restated its 2014 consolidated financial statements during 2015 to change the classification of grants received for capital acquisition previously placed in service and released over the life of the related assets from temporarily restricted net assets to unrestricted net assets, to establish a contractual allowance reserve for the differences between amounts billed to third-party payers and amounts expected to be paid, and to record additional grant funds receivable, in accordance with U.S. generally accepted accounting principles. The other auditor reported on the 2014 consolidated financial statements before the restatement.

As part of our audit of the 2015 consolidated financial statements, we also audited adjustments described in Note 1 that were applied to restate the accompanying 2014 consolidated financial statements. In our opinion, such adjustments are appropriate and have been properly applied. We were not engaged to audit, review or apply any procedures to the 2014 consolidated financial statements of the Organization other than with respect to the adjustments and, accordingly, we do not express an opinion or any form of assurance on the 2014 consolidated financial statements as a whole.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of June 30, 2015, and the related consolidating statements of operations and changes in net assets for the year then ended, is presented for purposes of additional analysis rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Concord, New Hampshire
December 11, 2015

GOODWIN COMMUNITY HEALTH AND SUBSIDIARIES

Consolidated Balance Sheets

June 30, 2015 and 2014

ASSETS

	2015	Restated 2014
Current assets		
Cash and cash equivalents	$ 1,669,888	$ 655,579
Patient accounts receivable, less allowance for uncollectible accounts of $81,378 in 2015 and $88,420 in 2014	535,278	369,847
Grants receivable	472,843	162,610
Other current assets	25,472	17,145
Total current assets	2,703,481	1,205,181
Investments	200,125	-
Property and equipment, net	6,147,683	6,276,033
Goodwill	17,582	17,582
Other assets	-	8,010
Total assets	$ 9,068,871	$ 7,506,806

LIABILITIES AND NET ASSETS

	2015	Restated 2014
Current liabilities		
Line of credit	$ 56,500	$ 193,500
Accounts payable and accrued expenses	183,799	181,237
Accrued payroll and related expenses	433,480	363,823
Current maturities of long-term debt	161,740	154,716
Total current liabilities	835,519	893,276
Long-term debt, less current maturities	708,281	869,885
Total liabilities	1,543,800	1,763,161
Net assets		
Unrestricted	7,525,071	5,743,645
Total liabilities and net assets	$ 9,068,871	$ 7,506,806

The accompanying notes are an integral part of these consolidated financial statements.

GOODWIN COMMUNITY HEALTH AND SUBSIDIARIES

Consolidated Statements of Operations and Changes in Net Assets

Years Ended June 30, 2015 and 2014

	2015	Restated 2014
Operating revenue and support		
Patient service revenue	**$ 6,146,046**	$ 4,750,323
Provision for bad debts	**(255,044)**	(304,004)
Net patient service revenue	**5,891,002**	4,446,319
Grants, contracts, and contributions	**3,220,688**	2,492,463
Other operating revenue	**210,156**	164,404
Total operating revenue and support	**9,321,846**	7,103,186
Operating expenses		
Salaries and benefits	**5,914,818**	5,302,071
Other operating expenses	**1,451,831**	1,284,577
Depreciation	**253,743**	271,833
Interest expense	**45,425**	57,245
Total operating expenses	**7,665,817**	6,915,726
Excess of revenues over expenses	**1,656,029**	187,460
Grants for capital acquisition	**125,397**	-
Increase in unrestricted net assets	**1,781,426**	187,460
Unrestricted net assets, beginning of year	**5,743,645**	5,556,185
Unrestricted net assets, end of year	**$ 7,525,071**	$ 5,743,645

The accompanying notes are an integral part of these consolidated financial statements.

GOODWIN COMMUNITY HEALTH AND SUBSIDIARIES

Consolidated Statements of Cash Flows

Years Ended June 30, 2015 and 2014

	2015	Restated 2014
Cash flows from operating activities		
Change in net assets	$ 1,781,426	$ 187,460
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Provision for bad debts	255,044	304,004
Depreciation	253,743	271,833
Grants for capital acquisition	(125,397)	-
Debt forgiveness	(25,000)	-
(Increase) decrease in		
Patient accounts receivable	(420,475)	(443,911)
Grants receivable	(310,233)	(54,428)
Other assets	(317)	15,012
Increase (decrease) in		
Accounts payable and accrued expenses	2,562	(79,493)
Accrued salaries and related amounts	69,657	43,051
Net cash provided by operating activities	1,481,010	243,528
Cash flows from investing activities		
Capital acquisitions	(125,393)	-
Purchase of investments	(200,125)	-
Net cash used by investing activities	(325,518)	-
Cash flows from financing activities		
Grants for capital acquisition	125,397	-
Payments on long-term debt	(154,580)	(137,656)
Proceeds from long-term debt	-	99,000
Payments on line of credit	(112,000)	(133,780)
Net cash used by financing activities	(141,183)	(172,436)
Net increase in cash and cash equivalents	1,014,309	71,092
Cash and cash equivalents, beginning of year	655,579	584,487
Cash and cash equivalents, end of year	$ 1,669,888	$ 655,579
Supplemental disclosures of cash flow information:		
Cash paid for interest	$ 57,245	$ 57,245
Noncash transaction - debt forgiveness	25,000	-

The accompanying notes are an integral part of these consolidated financial statements.

Organization

Goodwin Community Health (GCH) is a non-stock, not-for-profit corporation organized in New Hampshire. GCH is a Federally Qualified Health Center (FQHC) which provides prenatal care, social support, and public health services to low-income persons.

Subsidiary

Great Bay Mental Health Associates, Inc. (GBMHA), a wholly-owned for-profit subsidiary, engaged in providing mental health services in the Strafford County, New Hampshire community through its employees and independent contractors who are qualified and licensed to practice in the State of New Hampshire.

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of GCH and its subsidiary, GBMHA (collectively, the Organization). All significant intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes

GCH is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, GCH is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. GBMHA is a nonexempt organization and files applicable Form 1120 (corporate return). No provision for income taxes was necessary for the years ended June 30, 2015 and 2014.

Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements. The Organization is subject to U.S. federal and state examinations by tax authorities for years ended June 30, 2012 through June 30, 2015.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds.

Investments

Investments consist of certificates of deposit with a maturity in excess of one year.

Patient Accounts Receivable

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Organization has not changed its methodology for estimating the allowance for uncollectible accounts during 2015 or 2014.

A reconciliation of the allowance for uncollectible accounts at June 30 is as follows:

	2015	2014
Balance, beginning of year	**$ 88,420**	$ 137,852
Provision	**255,044**	304,004
Write-offs	**(262,086)**	(353,436)
Balance, end of year	**$ 81,378**	$ 88,420

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets such as land, buildings, or equipment are reported as unrestricted net assets, and excluded from the excess of revenues over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Organization has been limited by grantors or donors to a specific time-period or purpose. There were no temporarily restricted net assets at June 30, 2015 and 2014.

Permanently restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity. There were no permanently restricted net assets at June 30, 2015 or 2014.

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

340B Drug Pricing Program

The Organization, as an FQHC, is eligible to participate in the 340B Drug Pricing Program. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. The Organization contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Organization and bill Medicare and commercial insurances on behalf of the Organization. Reimbursement received by the pharmacies is remitted to the Organization, less dispensing and administrative fees. Gross revenue generated from the program is included in patient service revenue. Contracted expenses incurred related to the program are included in other operating expenses.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statements of operations as "net assets released from restrictions." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying consolidated financial statements.

Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	2015	2014
Program services	**$ 6,330,133**	$ 5,727,499
Administrative and general	**1,154,848**	1,050,293
Fundraising	**180,836**	137,934
Total	**$ 7,665,817**	$ 6,915,726

Excess of Revenues Over Expenses

The consolidated statements of operations reflect the excess of revenues over expenses. Changes in unrestricted net assets which are excluded from the excess of revenues over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Prior Period Adjustments

Grants and contributions received for capital acquisition previously placed in service and released over the life of the related assets from temporarily restricted net assets to unrestricted net assets were reclassified to unrestricted net assets as of the beginning of the year ended June 30, 2014. A contractual allowance reserve was established for the difference between amounts billed to third-party payers and expected payments for accounts receivable balances at June 30, 2014. Grants receivable and related revenue were increased for Outreach and Enrollment grant expenses incurred in June 2014. As a result of these adjustments, the following amounts previously reported have been restated as of June 30, 2014:

	Unrestricted Net Assets	Temporarily Restricted Net Assets
Balance as of June 30, 2014, as previously reported	$ 354,851	$ 5,419,981
Reverse net assets released from restriction for the year ended June 30, 2014	(210,011)	210,011
Reclassification of remaining balance of grants received for capital acquisition to unrestricted net assets	5,629,992	(5,629,992)
Record contractual allowance reserve	(47,857)	-
Record grant receivable	16,670	-
Total prior period adjustments	5,388,794	(5,419,981)
Balance as of June 30, 2014, as restated	$ 5,743,645	$ -

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through December 11, 2015, the date that the financial statements were issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

In September 2015, the Organization's Board of Directors voted to sell GBMHA to a local not-for-profit with an expected closing date of December 31, 2015.

The Organization has also received a commitment from Frisbie Memorial Hospital (holder of the Organization's line of credit) that the remaining balance on the line of credit will be forgiven in October 2015.

2. Fair Value of Financial Instruments

The following methods and assumptions were used by the Organization in estimating the fair value of certain financial instruments:

Cash and cash equivalents – The carrying amount reported in the consolidated balance sheet approximates fair value because of the short maturity of those instruments.

Investments - The carrying amount reported in the consolidated balance sheet approximates fair value because of the liquidity of the certificates of deposit.

Notes payable – The carrying amount reported in the consolidated balance sheets approximates fair value because the Organization can obtain similar loans at the same terms.

3. Property and Equipment

Property and equipment consisted of the following:

	2015	2014
Land	**$ 718,427**	$ 718,427
Building and improvements	**5,670,162**	5,670,162
Furniture, fixtures, and equipment	**1,364,376**	1,331,701
Total cost	**7,752,965**	7,720,290
Less accumulated depreciation	**1,698,003**	1,444,257
Total cost, less accumulated depreciation	**6,054,962**	6,276,033
Construction in progress	**92,721**	-
Property and equipment, net	**$ 6,147,683**	$ 6,276,033

The Organization's building was constructed with Federal grant funding under the American Recovery and Reinvestment Act (ARRA) – Facilities Improvement Program. In accordance with the grant agreements, a Notice of Federal Interest (NFI) is required to be filed in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management, Health Resources and Services Administration (OFAM, HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM, HRSA.

4. Line of Credit

The Organization has a $200,000 line of credit with Frisbie Memorial Hospital. The line of credit is interest free, unsecured, and due on demand. The outstanding balances on the line of credit at June 30, 2015 and 2014 were $56,500 and $193,500, respectively.

5. Long-term Debt

Long-term debt consists of the following:

	2015	2014
Variable rate note payable to a local bank, payable in monthly installments of $4,464, including interest at 4.75%, through December 2018, at which time the interest will be adjusted to the Federal Home Loan Bank of Boston Rate plus 2.5% and every five years thereafter through December 2029, collateralized by real estate which is subject to a Notice of Federal Interest (see Note 3).	**$ 556,504**	$ 584,049
Note payable to a not-for-profit corporation, payable in monthly installments of $8,069, including interest at 5.25%, through September 2017, collateralized by real estate which is subject to a Notice of Federal Interest (see Note 3) and all other assets.	**205,217**	288,858
Note payable to a local bank, payable in monthly installments of $1,860, including interest at 4.75%, through January 2019, collateralized by all assets.	**73,251**	90,112
Note payable, New Hampshire Health and Education Facilities Authority, payable in monthly installments of $1,709, including interest at 1.00%, through July 2016. The note is unsecured.	**22,093**	42,275

	2015	2014
Variable rate note payable to a local bank, payable in monthly installments of $596, including interest at Prime plus 1.5% with a 4% floor, currently at 4.75%, through June 2017, collateralized by all assets of GBMHA and an unlimited corporate guaranty of GCH.	**12,956**	19,307
Total long-term debt	**870,021**	1,024,601
Less current maturities	**161,740**	154,716
Long-term debt, less current maturities	**$ 708,281**	$ 869,885

The Organization is required to meet certain administrative and financial covenants under various loan agreements included above. The Organization is in compliance with all loan covenants at June 30, 2015.

Maturities of long-term debt for the next five years follows:

2016	$ 161,740
2017	150,098
2018	75,377
2019	42,728
2020	33,120

Cash paid for interest approximates interest expense.

6. Patient Service Revenue

Patient service revenue is as follows:

	2015	2014
Medicare	**$ 638,547**	$ 503,327
Medicaid	**3,131,251**	2,344,536
Third-party payers and private pay	**2,131,634**	1,902,460
Medical and dental patient service revenue	**5,901,432**	4,750,323
340B pharmacy revenue	**244,614**	-
Total patient service revenue	**$ 6,146,046**	$ 4,750,323

The Organization has agreements with the Centers for Medicare and Medicaid Services (Medicare) and New Hampshire Medicaid. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The management believes that the Organization is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

As an FQHC, the Organization is reimbursed for the care of qualified patients at specified interim contractual rates during the year. Differences between the Medicare interim contractual rate and the cost of care as defined by the Principles of Reimbursement governing the program are determined and settled on a retrospective basis. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2013.

Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per member, per month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to approximately $486,000 and $680,000 for the years ended June 30, 2015 and 2014, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

7. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that cover substantially all employees. In 2011, the Organization temporarily suspended the employer match.

8. WIC Food Vouchers

The Organization acts as a conduit for the State of New Hampshire's Special Supplemental Food Program for Women, Infants and Children (WIC). This program is funded by the U.S. Department of Agriculture (CFDA #10.565). The value of food vouchers distributed by the Organization was $1,570,536 and $1,572,910 for the years ended June 30, 2015 and 2014, respectively. These amounts are not included in the accompanying consolidated financial statements as they are not part of the contract the Organization has with the State of New Hampshire for the WIC program.

9. Concentration of Risk

The Organization has cash deposits in major financial institutions which exceed federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. At June 30, 2015 and 2014, Medicaid represented 31% and 30%, respectively, of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

10. Commitments and Contingencies

Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). As of June 30, 2015, there were no known malpractice claims outstanding which in the opinion of management, will be settled for amounts outside of FTCA coverage, nor are there any unasserted claims or incidents which require loss accrual.

GOODWIN COMMUNITY HEALTH AND SUBSIDIARIES

Consolidating Balance Sheet

June 30, 2015

ASSETS

	Goodwin Community Health	Great Bay Mental Health Associates	Eliminations	2015 Consolidated
Current assets				
Cash and cash equivalents	$ 1,632,421	$ 37,467	$ -	$ 1,669,888
Patient accounts receivable , net	553,922	103,801	(122,445)	535,278
Grants receivable	472,843	-	-	472,843
Other current assets	23,594	1,878	-	25,472
Total current assets	2,682,780	143,146	(122,445)	2,703,481
Investments	200,125	-	-	200,125
Property and equipment, net	6,145,032	2,651	-	6,147,683
Goodwill	45,000	-	(27,418)	17,582
Total assets	$ 9,072,937	$ 145,797	$ (149,863)	$ 9,068,871

LIABILITIES AND NET ASSETS (DEFICIT)

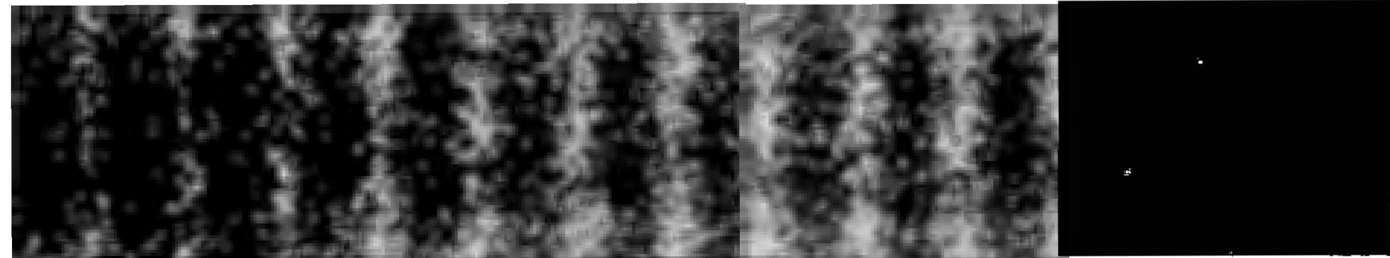
	Goodwin Community Health	Great Bay Mental Health Associates	Eliminations	2015 Consolidated
Current liabilities				
Line of credit	$ 56,500	$ -	$ -	$ 56,500
Accounts payable and accrued expenses	181,271	124,973	(122,445)	183,799
Accrued payroll and related expenses	358,224	75,256	-	433,480
Current portion of long-term debt	155,389	6,351	-	161,740
Total current liabilities	751,384	206,580	(122,445)	835,519
Long-term debt, less current maturities	701,676	6,605	-	708,281
Total liabilities	1,453,060	213,185	(122,445)	1,543,800
Net assets (deficit)				
Unrestricted	7,619,877	(67,388)	(27,418)	7,525,071
Total liabilities and net assets (deficit)	$ 9,072,937	$ 145,797	$ (149,863)	$ 9,068,871

GOODWIN COMMUNITY HEALTH AND SUBSIDIARIES

Consolidating Statement of Operations and Changes in Net Assets

Year Ended June 30, 2015

	Goodwin Community Health	Great Bay Mental Health Associates	Eliminations	2015 Consolidated
Operating revenue and support				
Patient service revenue	$ 5,322,573	$ 823,473	$ -	$ 6,146,046
Provision for bad debts	(256,074)	1,030	-	(255,044)
Net patient service revenue	5,066,499	824,503	-	5,891,002
Grant revenue	3,219,481	1,207	-	3,220,688
Other operating revenue	172,078	91,358	(53,280)	210,156
Total operating revenue and support	8,458,058	917,068	(53,280)	9,321,846
Operating expenses				
Salaries and benefits	5,182,403	732,415	-	5,914,818
Other operating expenses	1,365,911	139,200	(53,280)	1,451,831
Depreciation	252,522	1,221	-	253,743
Interest expense	45,167	258	-	45,425
Total operating expenses	6,846,003	873,094	(53,280)	7,665,817
Excess of revenues over expenses	1,612,055	43,974	-	1,656,029
Grants for capital acquisition	125,397	-	-	125,397
Increase in unrestricted net assets	1,737,452	43,974	-	1,781,426
Unrestricted net assets (deficit), beginning of year	5,882,425	(111,362)	(27,418)	5,743,645
Unrestricted net assets (deficit), end of year	$ 7,619,877	$ (67,388)	$ (27,418)	$ 7,525,071



FAMILIES FIRST OF THE GREATER SEACOAST

FINANCIAL STATEMENTS

June 30, 2015 and 2014

With Independent Auditor's Report

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Families First of the Greater Seacoast

We have audited the accompanying financial statements of Families First of the Greater Seacoast, which comprise the balance sheet as of June 30, 2015, and the related statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Families First of the Greater Seacoast as of June 30, 2015, and the results of its operations, changes in its net assets and its cash flows for the year then ended, in accordance with U.S. generally accepted accounting principles.

Prior Period Financial Statements

The financial statements as of June 30, 2014, were audited by other auditors whose report dated December 9, 2014, expressed an unmodified opinion on those statements.

Berry Dunn McNeil & Parker, LLC

Concord, New Hampshire
November 11, 2015

FAMILIES FIRST OF THE GREATER SEACOAST

Balance Sheets

June 30, 2015 and 2014

ASSETS

	2015	2014
Current assets		
Cash and cash equivalents	$ 350,670	$ 400,643
Patient accounts receivable, less allowance for uncollectible accounts of $54,489 in 2015 and $51,984 in 2014	297,832	216,039
Grants receivable	72,622	117,416
Current portion of pledges receivable	275,467	237,990
Other current assets	26,601	33,811
Total current assets	1,023,192	1,005,899
Investments	99,769	-
Pledges receivable, less current portion	-	370,000
Assets limited as to use	1,680,036	1,537,795
Property and equipment, net	418,783	282,850
Total assets	$ 3,221,780	$ 3,196,544

LIABILITIES AND NET ASSETS

	2015	2014
Current liabilities		
Line of credit	$ -	$ 243,849
Accounts payable and accrued expenses	52,580	117,151
Accrued payroll and related expenses	313,185	312,264
Patient deposits	47,922	40,973
Deferred revenue	60,200	11,780
Total liabilities	473,887	726,017
Net assets (deficit)		
Unrestricted	915,781	(7,062)
Temporarily restricted	631,425	1,276,902
Permanently restricted	1,200,687	1,200,687
Total net assets	2,747,893	2,470,527
Total liabilities and net assets	$ 3,221,780	$ 3,196,544

The accompanying notes are an integral part of these financial statements.

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Operations

Years Ended June 30, 2015 and 2014

	2015	2014
Operating revenue		
Patient service revenue	$ 2,152,348	$ 1,623,471
Provision for bad debt	(37,705)	(37,860)
Net patient service revenue	2,114,643	1,585,611
Grants and contracts	1,333,024	992,590
Contributions	1,347,775	1,162,853
Other operating revenue	120,613	103,252
Net assets released from restrictions for operations	1,159,515	1,182,527
Total operating revenue	6,075,570	5,026,833
Operating expenses		
Salaries and benefits	4,121,046	3,806,745
Other operating expenses	1,211,689	1,333,805
Depreciation	80,984	72,007
Interest expense	6,666	4,410
Total operating expenses	5,420,385	5,216,967
Operating income (loss)	655,185	(190,134)
Non-operating revenues and gains (losses)		
Investment income	2,452	899
Gain on sale of capital asset	34,844	-
Recognized change in fair value of investments	(3,756)	4,545
Total non-operating revenues and gains (losses)	33,540	5,444
Excess (deficiency) of revenues over expenses	688,725	(184,690)
Net assets released for capital acquisition	234,118	-
Increase (decrease) in unrestricted net assets	$ 922,843	$ (184,690)

The accompanying notes are an integral part of these financial statements.

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Changes in Net Assets

Years Ended June 30, 2015 and 2014

	2015	2014
Unrestricted net assets		
Excess (deficiency) of revenues over expenses	**$ 688,725**	$ (184,690)
Net assets released for capital acquisition	**234,118**	-
Increase (decrease) in unrestricted net assets	**922,843**	(184,690)
Temporarily restricted net assets		
Contributions	**750,695**	1,672,696
Investment income	**23,575**	26,923
Recognized change in fair value of investments	**(26,114)**	176,734
Net assets released from restrictions for operations	**(1,159,515)**	(1,182,527)
Net assets released for capital acquisition	**(234,118)**	-
(Decrease) increase in temporarily restricted net assets	**(645,477)**	693,826
Permanently restricted net assets		
Contributions	-	500
Increase in permanently restricted net assets	-	500
Change in net assets	**277,366**	509,636
Net assets, beginning of year	**2,470,527**	1,960,891
Net assets, end of year	**$ 2,747,893**	$ 2,470,527

The accompanying notes are an integral part of these financial statements.

FAMILIES FIRST OF THE GREATER SEACOAST

Statements of Cash Flows

Years Ended June 30, 2015 and 2014

	2015	2014
Cash flows from operating activities		
Change in net assets	$ 277,366	$ 509,636
Adjustments to reconcile change in net assets to net cash used by operating activities		
Provision for bad debt	37,705	37,860
Depreciation	80,984	72,007
Gain on sale of capital asset	(34,844)	-
Restricted contributions for long-term purposes	(750,695)	(339,980)
Recognized change in fair value of investments	29,870	(181,279)
(Increase) decrease in the following assets		
Patient accounts receivable	(119,498)	(121,264)
Grants receivable	44,794	(50,116)
Pledges receivable	332,523	(271,242)
Other current assets	7,210	6,865
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(64,571)	15,530
Accrued payroll and related expenses	921	40,268
Patient deposits	6,949	40,973
Deferred revenue	48,420	(12,696)
Net cash used by operating activities	(102,866)	(253,438)
Cash flows from investing activities		
Capital acquisitions	(217,073)	(106,865)
Proceeds from sale of capital asset	35,000	-
Purchase of investments	(363,435)	(1,666,853)
Proceeds from the sale of investments	91,555	1,769,228
Net cash used by investing activities	(453,953)	(4,490)
Cash flows from financing activities		
Proceeds from borrowings on line of credit	-	243,849
Payments on line of credit	(243,849)	-
Restricted contributions for long-term purposes	750,695	339,980
Net cash provided by financing activities	506,846	583,829
Net (decrease) increase in cash and cash equivalents	(49,973)	325,901
Cash and cash equivalents, beginning of year	400,643	74,742
Cash and cash equivalents, end of year	$ 350,670	$ 400,643
Supplemental disclosures of cash flow information:		
Cash paid for interest	$ 6,666	$ 4,410

The accompanying notes are an integral part of these financial statements.

1. Summary of Significant Accounting Policies

Organization

Families First of the Greater Seacoast (Organization) is a non-stock, not-for-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides comprehensive medical and family support services, including primary care, dental, well child care, substance abuse counseling, parenting education, and home visitation programs to residents of the Seacoast (New Hampshire and Maine).

Income Taxes

The Organization is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Organization is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Organization's tax positions and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits and petty cash funds and exclude amounts whose use is limited by Board designation.

Patient Accounts Receivable

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Patient accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of patient accounts receivable, the Organization analyzes its past history and identifies trends for each funding source. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts. The Organization has not changed its methodology for estimating the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts at June 30 is as follows:

	2015	2014
Balance, beginning of year	$ 51,984	$ 52,289
Provision	37,705	37,860
Write-offs	(35,200)	(38,165)
Balance, end of year	$ 54,489	$ 51,984

Investments

The Organization reports investments at fair value, and has elected to report all gains and losses in the excess (deficiency) of revenues over expenses to simplify the presentation of these amounts in the statement of operations. Investments include donor endowment funds and board designated assets. Accordingly, investments have been classified as non-current assets on the accompanying balance sheet regardless of maturity or liquidity. The Organization has established policies governing long-term investments, which are held within several investment accounts, based on the purposes for those investment accounts and their earnings.

Investment income and the recognized change in fair value are included in the excess (deficiency) of revenues over expenses unless otherwise stipulated by the donor or State Law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

Assets Limited As To Use

Assets limited as to use include assets designated by the Board of Directors for future use and donor-restricted contributions to be held in perpetuity.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method.

Gifts of long-lived assets such as land, buildings, or equipment are reported as unrestricted net assets, and excluded from the excess of revenues over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets include contributions and grants for which donor-imposed restrictions have not been met. Assets are released from restrictions as expenditures are made in line with restrictions called for under the terms of the donor.

Permanently restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity, the income of which is primarily available for operations..

Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as net patient service revenue.

Donated Goods and Services

Various program help and support for the daily operations of the Organization's programs were provided by the general public of the communities served by the Organization. Donated supplies and services are recorded at their estimated fair values on the date of receipt. Donated supplies and services amounted to $147,044 and $265,395 for the years ended June 30, 2015 and 2014, respectively.

Donor-Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of operations as "net assets released from restrictions." Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Promises to Give

Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. Given the short term nature of the pledges, they are not discounted and no reserve for uncollectible pledges has been established. Conditional promises to give are not included as support until the conditions are substantially met.

Functional Expenses

The Organization provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	2015	2014
Program services	$ 4,706,160	$ 4,511,400
Administrative and general	574,957	527,250
Fundraising	139,268	178,317
Total	$ 5,420,385	$ 5,216,967

Excess (Deficiency) of Revenues Over Expenses

The statements of operations reflect the excess (deficiency) of revenues over expenses. Changes in unrestricted net assets which are excluded from the excess (deficiency) of revenues over expenses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Reclassification

Certain amounts in the 2014 financial statements have been reclassified to conform to the current year's presentation.

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through November 11, 2015, the date that the financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the financial statements.

2. Investments

Investments, stated at fair value, are as follows:

	2015	2014
Money market funds	$ 18,248	$ 152,451
Mutual funds	1,623,371	1,385,344
Total investments	$ 1,641,619	$ 1,537,795

	2015	2014
Long-term investments	$ 99,769	$ -
Assets limited as to use	1,541,850	1,537,795
Total investments	$ 1,641,619	$ 1,537,795

Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair value measurement for all of the Organization's investments is based on Level 1 inputs at June 30, 2015 and 2014.

Investment income and gains (losses) for cash equivalents and investments consist of the following:

	2015	2014
Unrestricted net assets		
Investment income	$ 2,452	$ 899
Recognized change in fair value of investments	(3,756)	4,545
Restricted net assets		
Investment income	23,575	26,923
Recognized change in fair value of investments	(26,114)	176,734
Total	$ (3,843)	$ 209,101

3. Assets Limited as to Use

Assets limited as to use consisted of the following:

	2015	2014
Designated by the governing board:		
For future use	$ 212,115	$ 780
Donor restricted endowment:		
Temporarily restricted earnings	267,234	336,328
Permanently restricted principal	1,200,687	1,200,687
Total	$ 1,680,036	$ 1,537,795

	2015	2014
Cash and cash equivalents	$ 138,186	$ -
Investments	1,541,850	1,537,795
Total	$ 1,680,036	$ 1,537,795

4. Pledges Receivable

Pledges receivable consisted of:

	2015	2014
Scheduled amounts due in:		
Less than one year	$ 275,467	$ 237,990
Thereafter	-	370,000
Total	$ 275,467	$ 607,990

Pledges receivable have not been discounted as the amount is not material to the financial statements as a whole. The Organization believes all pledges are fully collectible.

5. Property and Equipment

Property and equipment consisted of the following:

	2015	2014
Leasehold improvements	$ 179,031	$ 179,031
Furniture, fixtures, and equipment	799,559	766,505
Total cost	978,590	945,536
Less accumulated depreciation	(559,807)	(662,686)
Property and equipment, net	$ 418,783	$ 282,850

6. Line of Credit

The Organization has a $250,000 line of credit with a local bank through May 1, 2016. The line of credit is collateralized by accounts receivable. The interest rate at June 30, 2015 was 3.25%. There was no outstanding balance at June 30, 2015. There was an outstanding balance of $243,849 at June 30, 2014.

7. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets consisted of the following:

	2015	2014
Temporarily restricted:		
Unrestricted pledges receivable	$ 275,467	$ 607,990
Program services	88,724	98,466
Mobile clinic	-	234,118
Endowment earnings	267,234	336,328
Total temporarily restricted	$ 631,425	$ 1,276,902
Permanently restricted: Endowment	$ 1,200,687	$ 1,200,687

8. Endowments

Interpretation of Relevant Law

There were no board designated endowments. The Organization's endowments primarily consist of an investment portfolio managed by the Investment Sub-Committee. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund, if any, is classified as temporarily restricted net assets until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

(1) The duration and preservation of the fund
(2) The purposes of the Organization and the donor-restricted endowment fund
(3) General economic conditions
(4) The possible effect of inflation and deflation
(5) The expected total return from income and the appreciation of investments
(6) Other resources of the Organization
(7) The investment policies of the Organization

Spending Policy

The Organization has a policy of appropriating for expenditure an amount equal to 5% of the endowment fund's average fair market value over the prior 20 quarters.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires the Organization to retain as a fund of perpetual duration. There were no such deficiencies as of June 30, 2015 and 2014.

Return Objectives and Risk Parameters

The Organization has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Organization must hold in perpetuity. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed or meet designated benchmarks while incurring a reasonable and prudent level of investment risk.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation that places a balanced emphasis on equity-based and income-based investments to achieve its long-term return objectives within prudent risk constraints.

Endowment Net Asset Composition by Type of Fund

The endowment net asset composition by type of fund is as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
2015				
Donor-restricted endowment funds	$ -	$ 267,234	$ 1,200,687	$ 1,467,921
2014				
Donor-restricted endowment funds	$ -	$ 336,328	$ 1,200,687	$ 1,537,015

The Organization had the following endowment related activities for the years ended June 30, 2015 and 2014, respectively.

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, June 30, 2014	$ -	$ 336,328	$ 1,200,687	$ 1,537,015
Investment return:				
Investment income	-	23,575	-	23,575
Change in fair value of investments	-	(26,114)	-	(26,114)
Appropriation of endowment assets for expenditures	-	(66,555)	-	(66,555)
Endowment net assets, June 30, 2015	$ -	$ 267,234	$ 1,200,687	$ 1,467,921

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Notes to Financial Statements

June 30, 2015 and 2014

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, June 30, 2013	$ -	$ 192,343	$ 1,200,187	$ 1,392,530
Investment return:				
Investment income	-	26,923	-	26,923
Change in fair value of investments	-	176,734	-	176,734
Contributions	-	-	500	500
Appropriation of endowment assets for expenditures	-	(59,672)	-	(59,672)
Endowment net assets, June 30, 2014	$ -	$ 336,328	$ 1,200,687	$ 1,537,015

9. Patient Service Revenue

Patient service revenue follows:

	2015	2014
Medicare	$ **215,538**	$ 200,204
Medicaid	**1,307,387**	927,295
Third party payers and private pay	**629,423**	495,972
Total patient service revenue	$ **2,152,348**	$ 1,623,471

The Organization has agreements with the Centers for Medicare and Medicaid Services (Medicare) and New Hampshire and Maine Medicaid. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. The Organization believes that it is in compliance with all laws and regulations. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

A summary of the payment arrangements with major third-party payers follows:

Medicare

As an FQHC, the Organization is reimbursed for the care of qualified patients at specified interim contractual rates during the year. Differences between the Medicare interim contractual rate and the cost of care as defined by the Principles of Reimbursement governing the program are determined and settled on a retrospective basis. Overall, reimbursement is subject to a maximum allowable rate per visit. The Organization's Medicare cost reports have been audited by the Medicare administrative contractor through June 30, 2013.

Other Payers

The Organization also has entered into payment agreements with Medicaid and certain commercial insurance carriers, health maintenance organizations and preferred provider organizations. The basis for payment to the Organization under these agreements includes prospectively determined rates per visit, discounts from established charges and capitated arrangements for primary care services on a per member, per month basis.

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. The Organization estimates the costs associated with providing charity care by calculating the ratio of total cost to total charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to $1,661,000 and $1,971,000 for the years ended June 30, 2015 and 2014, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

10. Retirement Plan

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that cover substantially all employees. Employer discretionary contributions are funded at a percentage of eligible employees' salaries. The Organization did not incur expenses under the plan for the years ended June 30, 2015 and 2014.

11. Concentration of Risk

The Organization has cash deposits in major financial institutions in excess of federal depository insurance limits. The financial institutions have a strong credit rating and management believes the credit risk related to these deposits is minimal.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. The mix of medical patient service revenue receivables from patients and third-party payers was as follows as of June 30:

	2015	2014
Medicare	**11 %**	12 %
Medicaid	**42 %**	38 %
Other	**47 %**	50 %
	100 %	100 %

12. Commitments and Contingencies

Medical Malpractice Insurance

The Organization is protected from medical malpractice risk as an FQHC under the Federal Tort Claims Act (FTCA). The Organization has additional medical malpractice insurance, on a claims-made basis, for coverage outside the scope of the protection of the FTCA. As of the year ended June 30, 2015, there were no known malpractice claims outstanding which in the opinion of management, will be settled for amounts in excess of both FTCA and additional medical malpractice insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Organization intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

Leases

The Organization leases office space and certain other office equipment under noncancelable operating leases. Future minimum lease payments under these leases are:

2016	$ 61,513
2017	11,479
2018	11,479
2019	11,479
2020	7,848
Total	$ 103,798

Leases that do not meet the criteria for capitalization are classified as operating leases with related rental charged to operations as incurred.

Rental expense amounted to $133,381 and $123,868 for the years ended June 30, 2015 and 2014, respectively. Rent expense includes a charge per square foot for utilities and housekeeping services.

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Goodwin Community Health
FY18 Budget

	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	FY18 - BUDGET
Revenue													
Grants													
Grant Revenue	375,614	375,614	390,614	390,614	390,614	390,614	390,614	390,614	390,614	390,614	361,447	361,447	4,599,029
Total Grants	375,614	375,614	390,614	390,614	390,614	390,614	390,614	390,614	390,614	390,614	361,447	361,447	4,599,029
Promises													
Pledge Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Promises	0	0	0	0	0	0	0	0	0	0	0	0	0
Patient Services													
Revenue - 340B	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	84,000	1,008,000
Revenue - Medicare	122,928	141,367	122,928	135,221	127,845	122,928	129,075	116,782	135,221	129,075	141,367	129,075	1,553,813
Revenue - Medicaid	204,424	235,088	204,424	224,866	212,601	204,424	214,645	194,203	224,866	214,645	235,088	214,645	2,583,920
Revenue - Maine Medicaid	18,249	20,986	18,249	20,074	18,979	18,249	19,162	17,337	20,074	19,162	20,986	19,162	230,668
Revenue - Private Insurance	189,250	217,638	189,250	208,175	196,820	189,250	162,944	179,788	170,704	162,944	178,463	162,944	2,208,170
Revenue - Self Pay	83,957	104,947	91,258	100,384	94,908	91,258	95,821	86,695	100,384	95,821	104,947	95,821	1,146,199
Revenue - Cost Reports	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Patient Services	702,809	804,026	710,109	772,720	735,154	710,109	705,646	678,804	735,249	705,646	764,851	705,646	8,730,769
Patient Services Adjustments													
Adjustments - Medicare	(67,867)	(78,047)	(67,867)	(74,653)	(70,581)	(67,867)	(71,260)	(64,473)	(74,653)	(71,260)	(78,047)	(71,260)	(857,834)
Adjustments - Medicaid	12,172	13,997	12,172	13,389	12,658	12,172	12,780	11,563	13,389	12,780	13,997	12,780	153,849
Adjustments - ME Medicaid	(3,619)	(4,162)	(3,619)	(3,981)	(3,764)	(3,619)	(3,800)	(3,438)	(3,981)	(3,800)	(4,162)	(3,800)	(45,750)
Adjustments - Private Insurance	(21,347)	(24,549)	(21,347)	(23,482)	(22,201)	(21,347)	(22,414)	(20,280)	(23,482)	(22,414)	(24,549)	(22,414)	(269,826)
Adjustments - Self Pay	(45,426)	(52,239)	(45,426)	(49,968)	(47,243)	(45,426)	(47,697)	(43,154)	(49,968)	(47,697)	(52,239)	(47,697)	(574,179)
Adjustments - 340B	(16,500)	(16,500)	(16,500)	(16,500)	(16,500)	(16,500)	(16,500)	(16,500)	(16,500)	(16,500)	(16,500)	(16,500)	(198,000)
Contractual Allowance	(3,975)	(3,975)	(3,975)	(3,975)	(3,975)	(3,975)	(3,975)	(3,975)	(3,975)	(3,975)	(3,975)	(3,975)	(47,700)
Total Patient Services Adjustments	(146,562)	(165,475)	(146,562)	(159,171)	(151,606)	(146,562)	(152,866)	(140,258)	(159,171)	(152,866)	(165,475)	(152,866)	(1,839,440)
Pharmacy													
Pharmacy Revenue - Self-Pay	9,500	9,500	11,750	11,750	11,750	11,750	12,750	12,750	12,750	12,750	12,750	12,750	142,500
Pharmacy Revenue - Private Insurance	72,750	72,750	76,500	76,500	76,500	76,500	82,250	82,250	82,250	82,250	82,250	82,250	945,000
Pharmacy Revenue - Medicaid	38,500	38,500	41,500	41,500	41,500	41,500	43,250	43,250	43,250	43,250	43,250	43,250	502,500
Pharmacy Revenue - Medicare	20,500	20,500	21,750	21,750	21,750	21,750	23,750	23,750	23,750	23,750	23,750	23,750	270,500
Pharmacy Revenue - ME Medicaid	475	475	550	550	550	550	725	725	725	725	725	725	7,500
Total Pharmacy	141,725	141,725	152,050	152,050	152,050	152,050	162,725	162,725	162,725	162,725	162,725	162,725	1,868,000
Pharmacy Adjustments													
Adj - Pharmacy Self-Pay	(1,140)	(1,140)	(1,410)	(1,410)	(1,410)	(1,410)	(1,530)	(1,530)	(1,530)	(1,530)	(1,530)	(1,530)	(17,100)
Adj - Pharmacy Private Insurance	(47,288)	(47,288)	(49,725)	(49,725)	(49,725)	(49,725)	(53,463)	(53,463)	(53,463)	(53,463)	(53,463)	(53,463)	(614,250)
Adj - Pharmacy Medicaid	(25,025)	(25,025)	(26,975)	(26,975)	(26,975)	(26,975)	(28,113)	(28,113)	(28,113)	(28,113)	(28,113)	(28,113)	(326,625)
Adj - Pharmacy Medicare	(13,325)	(13,325)	(14,138)	(14,138)	(14,138)	(14,138)	(15,438)	(15,438)	(15,438)	(15,438)	(15,438)	(15,438)	(175,825)
Adj - Pharmacy ME Medicaid	(333)	(333)	(385)	(385)	(385)	(385)	(508)	(508)	(508)	(508)	(508)	(508)	(5,250)
Total Pharmacy Adjustments	(87,110)	(87,110)	(92,633)	(92,633)	(92,633)	(92,633)	(99,050)	(99,050)	(99,050)	(99,050)	(99,050)	(99,050)	(1,139,050)
Donations													
Donated Services	350	350	350	350	350	350	350	350	350	350	350	350	4,200
Donations	17,000	17,000	17,000	17,000	17,000	17,000	12,500	12,500	9,000	9,000	9,000	9,000	163,000
Total Donations	17,350	17,350	17,350	17,350	17,350	17,350	12,850	12,850	9,350	9,350	9,350	9,350	167,200
Fundraising													

Goodwin Community Health
FY18 Budget

	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	FY18 - BUDGET
Fundraising - Special Events	0	0	0	0	0	0	0	22,000	2,500	0	0	17,500	42,000
Total Fundraising	0	0	0	0	0	0	0	22,000	2,500	0	0	17,500	42,000
Other Income													
Investment Income	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000
Medical Records Fee	265	265	265	265	265	265	265	265	265	265	265	265	3,180
Managed Care Revenue	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	16,200
Interest Income	275	275	275	275	275	275	275	275	275	275	275	275	3,300
Miscellaneous Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0
Farmers Market Revenue	0	0	0	0	0	0	0	0	300	300	200	0	800
Rent Revenue	1,088	1,088	1,088	1,088	1,088	1,088	1,088	1,088	1,088	1,088	1,088	1,088	13,050
Total Other Income	7,978	7,978	7,978	7,978	7,978	7,978	7,978	7,978	8,278	8,278	8,178	7,978	96,530
Total Revenue	1,011,803	1,094,107	1,038,906	1,088,908	1,058,907	1,038,906	1,027,896	1,035,662	1,050,494	1,024,696	1,042,025	1,012,729	12,525,038
Expenditures													
Personnel Expenses													
Salaries	628,759	723,072	628,759	691,634	653,909	628,759	664,325	601,056	695,959	664,325	727,594	664,325	7,972,474
Overtime	0	0	0	0	0	0	0	0	0	0	0	0	0
Sick Bank Time	0	0	0	0	0	0	0	0	0	0	0	0	0
Benefits - Earned Time	0	0	0	0	0	0	0	0	0	0	0	0	0
Incentive - Provider	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	12,500	150,000
Bonus	0	0	10,000	0	0	0	0	0	0	0	0	0	10,000
Benefits	43,168	55,315	43,168	47,485	44,895	43,168	45,607	41,263	47,778	45,607	49,950	45,607	553,011
Tuition Reimbursement	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
State Tuition Repayment	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Employee Appreciation	600	600	600	600	600	7,500	600	600	600	600	600	600	14,100
Temporary Help	44	44	44	3,044	3,044	3,044	3,044	3,044	3,044	3,044	3,044	3,044	27,525
Benefits - 401K Employer Match	12,529	14,408	12,529	13,781	13,030	12,529	13,286	12,021	13,919	13,286	14,552	13,286	159,156
401K Administrative Fee	0	0	500	0	0	500	0	0	500	0	0	500	2,000
Payroll Taxes - Employer FICA	48,100	55,315	48,100	52,910	50,024	48,100	50,821	45,981	53,241	50,821	55,661	50,821	609,894
Payroll Taxes - Employer Suta	0	0	0	0	0	0	0	0	0	0	0	0	0
Recruitment Expenses	750	750	750	750	750	750	750	750	750	750	750	750	9,000
Pre-Employment Fees	400	400	400	400	400	400	400	400	400	400	400	400	4,800
Total Personnel Expenses	748,449	864,004	758,949	824,704	780,751	758,849	792,932	719,214	830,291	792,932	866,650	793,432	9,531,160
Administrative													
Office Supplies	4,250	4,250	4,250	4,250	4,250	4,250	4,250	4,250	4,250	4,250	4,250	4,250	51,000
Postage	2,292	2,292	2,292	2,292	2,292	2,292	2,292	2,292	2,292	2,292	2,292	2,292	27,500
Printing	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	1,150	13,800
Telephone	3,325	3,325	3,325	3,325	3,325	3,325	3,325	3,325	3,325	3,325	3,325	3,325	39,900
Pagers	0	150	0	0	0	0	0	0	0	0	150	0	300
Advertising	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	1,350	16,200
Meetings	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	19,800
Outsource Processing Fees	3,650	3,650	3,650	3,650	3,650	3,650	3,650	3,650	3,650	3,650	3,650	3,650	43,800
Travel	2,150	2,150	2,150	2,150	2,150	2,150	2,150	2,150	2,150	2,150	2,150	2,150	25,800
Promotions/Fundraising	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	22,500

Goodwin Community Health
FY18 Budget

	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	FY18 - BUDGET
Memberships and Subs	4,350	4,350	4,350	4,350	4,350	4,350	4,350	4,350	4,350	4,350	4,350	4,350	52,200
Medical Records - Storage	1,125	1,125	1,125	1,125	1,125	1,125	1,125	1,125	1,125	1,125	1,125	1,125	13,500
Education/Conferences	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	84,000
Meals & Lodging	875	875	875	875	875	875	875	875	875	875	875	875	10,500
Educational Materials	1,225	1,225	1,225	1,225	1,225	1,225	1,225	1,225	1,225	1,225	1,225	1,225	14,700
Cash Over/Short	0	0	0	0	0	0	0	0	0	0	0	0	0
Bank Fees	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	14,400
Finance charge	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Administrative	37,467	37,617	37,467	37,467	37,467	37,467	37,467	37,467	37,467	37,467	37,617	37,467	449,900
Clinical													
Transportation patient	1,275	1,275	1,275	1,275	1,275	1,275	1,275	1,275	1,275	1,275	1,275	1,275	15,300
Professional Services Fees	2,750	2,750	2,750	2,750	2,750	2,750	2,750	2,750	2,750	2,750	2,750	2,750	33,000
Laboratory Fees	3,650	3,650	3,650	3,650	3,650	3,650	3,650	3,650	3,650	3,650	3,650	3,650	43,800
Pharmacy	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	34,000	408,000
Medical Supplies	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	93,600
Dental Supplies	7,500	11,350	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	93,850
Pharmacy Supplies	80	80	80	80	80	80	80	80	80	80	80	80	960
Physician Services	550	550	550	550	550	550	550	550	550	550	550	550	6,600
Patient Appreciation Expense	85	85	85	85	85	85	85	85	85	85	85	85	1,020
Biohazard	900	900	900	900	900	900	900	900	900	900	900	900	10,800
Licenses and Registrations	800	800	800	800	800	800	800	800	800	800	800	800	9,600
Total Clinical	59,390	63,240	59,390	59,390	59,390	59,390	59,390	59,390	59,390	59,390	59,390	59,390	716,530
Facility													
Cleaning	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
Laundry	1,525	1,525	1,525	1,525	1,525	1,525	1,525	1,525	1,525	1,525	1,525	1,525	18,300
Sanitation	415	415	415	415	415	415	415	415	415	415	415	415	4,980
Utilities	6,800	6,800	6,800	6,800	6,800	7,000	7,000	7,000	6,800	6,800	6,800	6,800	82,200
Rent Expense	3,850	3,850	3,850	3,850	3,850	3,850	3,850	3,850	3,850	3,850	3,850	3,850	46,200
Repairs and Maintenance	6,250	6,250	6,250	6,250	11,500	11,500	11,500	11,500	11,500	6,250	6,250	6,250	101,250
Building Expense	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550	1,550	18,600
Property Tax - Somersworth	0	0	0	0	0	1,550	0	0	0	0	0	0	1,550
Total Facility	23,390	23,390	23,390	23,390	28,640	30,390	28,840	28,840	28,640	23,390	23,390	23,390	309,080
Business Expense													
Insurance - Worker's Comp	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450	1,450	17,400
Insurance - Umbrella	625	625	625	625	625	625	625	625	625	625	625	625	7,500
Insurance - Bus Owners	0	0	0	0	0	0	0	0	0	0	0	0	0
Insurance - Malpractice	900	900	900	900	900	900	900	900	900	900	900	900	10,800
Insurance - D&O	490	490	490	490	490	490	490	490	490	490	490	490	5,880
Insurance - Crime	115	115	115	115	115	115	115	115	115	115	115	115	1,380
Insurance - Cyber Liability	300	300	300	300	300	300	300	300	300	300	300	300	3,600
Insurance - Key Person	80	80	80	80	80	80	80	80	80	80	80	80	960
Legal Fees	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
Audit Fees	6,000	6,000	6,000	6,000	6,000	6,000	0	0	0	0	0	0	36,000
Audit Fees - 401k Audit	0		2,200	2,200	2,200	0	0	0	0	0	0	0	6,600

Goodwin Community Health
FY18 Budget

	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	FY18 - BUDGET
Computer Consultation Services	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	21,000
Other Consultants	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	8,400	100,800
Miscellaneous	29	29	29	29	29	29	29	29	29	29	29	29	350
Contractual Expense	950	950	950	950	950	950	950	950	950	950	950	950	11,400
Interest	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Business Expense	22,589	22,589	24,789	24,789	24,789	22,589	16,589	16,589	16,589	16,589	16,589	16,589	241,670
Equipment/ Computer													
Computer Expenses Other	7,950	7,950	7,950	7,950	7,950	7,950	7,950	7,950	7,950	7,950	7,950	7,950	95,400
Computer Operations - Licenses CHAN	15,225	15,225	15,225	16,225	16,225	16,225	16,225	16,225	16,225	16,225	16,225	16,225	191,700
Equipment Repr/Mtn	2,900	2,900	2,900	2,900	2,900	2,900	2,900	2,900	2,900	2,900	2,900	2,900	34,800
Small Equipment Purchases	5,167	5,167	5,167	5,167	5,167	5,167	5,167	5,167	5,167	5,167	5,167	5,167	62,000
Lease - copier	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	1,167	14,000
Lease - Postage Meter	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Total Equipment/ Computer	32,658	32,658	32,658	33,658	33,658	33,658	33,658	33,658	33,658	33,658	33,658	33,658	400,900
Total Expenditures	923,943	1,043,498	936,643	1,003,399	964,695	942,343	968,877	895,159	1,006,036	963,427	1,037,295	963,927	11,649,240
Net Operating Income/(Loss)	87,860	50,609	102,263	85,509	94,211	96,563	59,020	140,504	44,458	61,270	4,731	48,803	875,798
Other (Income)/Expense													
Depreciation Expense													
Depr - Computer Systems	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	2,954	35,448
Depr - Equipment - Office	2,969	2,969	2,969	2,969	2,969	2,969	2,969	2,969	2,969	2,969	250	250	30,190
Depr - Equipment - Medical	2,953	2,953	2,953	2,953	2,953	2,953	2,953	2,953	2,371	2,371	2,371	2,371	33,108
Depr - Leasehold Improvements	1,361	1,361	1,361	1,361	1,361	1,361	1,361	1,361	1,361	1,361	1,361	1,361	16,332
Depr - Building	12,256	12,256	12,256	12,256	12,256	12,256	12,256	12,256	12,256	12,256	12,256	12,256	147,072
Total Depreciation Expense	22,493	22,493	22,493	22,493	22,493	22,493	22,493	22,493	21,911	21,911	19,192	19,192	262,150
Net (Gain)/Loss on Asset Disposal													
(Gain)/Loss on Asset Disposal	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Net (Gain)/Loss on Asset Disposal	0	0	0	0	0	0	0	0	0	0	0	0	0
Bad Debt Expense													
Bad Debts Expense	25,044	28,801	25,044	27,549	26,046	25,044	26,297	23,792	27,549	26,297	28,801	26,297	316,561
Total Bad Debt Expense	25,044	28,801	25,044	27,549	26,046	25,044	26,297	23,792	27,549	26,297	28,801	26,297	316,561
Total Other (Income)/Expense	47,537	51,294	47,537	50,042	48,539	47,537	48,790	46,285	49,460	48,208	47,993	45,489	578,711
Surplus/ (Deficit)	40,322	(685)	54,725	35,468	45,672	49,025	10,230	94,218	(5,001)	13,062	(43,262)	3,314	297,088

Families First Health & Support Center
Agency Budget
FY 2018: July 1, 2017 - June 30, 2018

REVENUES:	Health Center	Seabrook Primary Care	Mobile Medical	Mobile Dental	Dental Center	Family Center	TOTAL BUDGET
Patient Fees:							
Mediciad - NH Medicaid	1,237,252	190,032	125,273	28,540	188,331	50,043	1,819,471
Medicaid -ME Medicaid	25,416	-	1,837	-	23,014	-	50,267
Medicare	262,593	68,700	36,380	-	-	-	367,673
Private insurance includes Insurance Exchange	271,669	60,667	4,512	1,362	61,959	-	400,169
Self-pay	127,156	26,534	21,532	38,135	254,988	-	468,345
Subtotal Patient Fees:	1,924,086	345,933	189,534	68,037	528,292	50,043	3,105,925
Government / Other Contracts & Funding:							
NH DHHS (Primary Care, Sub. Abuse Trtmnt, BCCP)	225,323	-	-	-	-	-	225,323
NH DHHS (Health Care for Homeless)	-	-	73,244	-	-	-	73,244
NH DHHS (Community, School-Based Dental)	-	-	-	-	49,869	-	49,869
NH DHHS (DCYF, Partners in Health)	-	-	-	-	-	185,794	185,794
Healthy Families America (FF is subcontractor)		-	-	-	-	35,312	35,312
U.S. Health Resources and Services Administration	695,527	-	608,376	73,257	19,128	-	1,396,290
Community Development Block Grant (Portsmouth)	-	-	-	-	9,000	-	9,000
City of Portsmouth	14,662	-	-	-	-	-	14,662
Other municipal governments	21,200	-	2,500	-	-	6,400	30,100
Subtotal Govt. Support:	956,712		684,122	73,257	77,997	227,506	2,019,594
Grants:							
Foundation For Seacoast Health	109,586	-	-	-	15,000	75,414	200,000
Medtronic	25,000	-	-	-	-	-	25,000
NH Charitable Foundation	-			5,000	15,000	-	20,000
Northeast Delta Dental	-	-	-	8,000	-	-	8,000
Citizens Bank	-	-	0	5,000	-	-	5,000
Bi-State Primary Care Association	80,019	-	-	-	8,700	-	88,719
HNH Foundation	12,865	-	-	-	-	12,865	25,730
Hesed Foundation	8,000	-	-	-	-	-	8,000
Piscataqua Savings Bank		-	-	7,500	-	-	7,500
Provident Bank		-	-	-	5,000	-	5,000
Bank of America	7,500	-	7,500	-	-	-	15,000
TD Banknorth	-	-	-	-	10,000	-	10,000
Anthem	15,000	-	-	-	-	-	15,000
Eastern Bank	-	-	-	10,000	-	-	10,000
Agnes Lindsey	-	-	-	5,000	-	-	5,000
United Way	-	-	-	-	-	49,772	49,772
Miscellaneous grants	106,989	-	2,000	-	5,000	20,682	134,671
Subtotal Grant Revenue:	364,959	0	9,500	40,500	58,700	158,733	632,392
Misc. Revenue:	31,500		850	0	945	12,420	45,715
Investment Earnings	-	-	-	-	-	-	-
Fundraising:							
Portsmouth Regional Hospital	-	-	-	-	170,000	-	170,000
Exeter Hospital	-	50,000	-	-	-	-	50,000
Holiday appeal	-	-	-	-	15,000	15,000	30,000
General donations	-		40,000	-	-	20,000	60,000
Major gifts	98,686	5,411	119,660	-	209,092	117,150	549,999
Spring appeal	-	-	-	-	15,000	-	15,000
Outside benefits	25,000	70,000	-	-	-	-	95,000
Calendar appeal	-	-	-	-	45,000	-	45,000
Other contributions	65,000	-	-	-	-	-	65,000
Subtotal Fundraising Revenue:	188,686	125,411	159,660	-	454,092	152,150	1,079,999
TOTAL REVENUES:	3,465,943	471,344	1,043,666	181,794	1,120,026	600,852	6,883,625

PROGRAM EXPENSES:	Health Center	Seabrook Primary Care	Mobile Medical	Mobile Dental	Dental Center	Family Center	TOTAL BUDGET
Wages	2,413,993	329,230	652,606	65,628	765,980	341,272	4,568,709
Fringe	410,475	68,515	119,929	11,096	126,067	61,134	797,216
Total Personnel:	2,824,468	397,745	772,535	76,724	892,047	402,406	5,365,925
Office Supplies	17,996	4,693	3,678	100	3,815	7,370	37,652
Non-Capital Equipment	25,283	1,204	27,344	-	2,286	678	56,795
Equipment Maintenance & Leasing	19,860	5,407	6,069	3,453	14,444	3,315	52,548
Van Expense	-	-	26,550	750	-	-	27,300
Telephone	8,328	506	7,282	-	1,524	6,469	24,109
Postage	11,327	2,160	3,723	-	3,791	1,929	22,930
Computer Operations	54,512	7,793	19,169	-	22,473	6,107	110,054
Community Health Access Network membership	10,836	746	2,067	-	4,235	1,892	19,776
Printing	7,491	907	2,275	-	2,339	988	14,000
Medical/Dental Supplies	70,750	18,000	18,764	9,100	37,000	-	153,614
Lab Fees	-	-	-	-	38,430	-	38,430
Physician/Dentist Services	91,238	-	57,150	12,480	-	-	160,868
Occupancy	80,536	7,500	6,441	-	13,803	56,357	164,637
Insurances	11,930	2,199	10,214	1,849	3,399	1,865	31,456
Professional Services	27,278	3,610	6,586	-	8,575	4,211	50,260
Bank Fees / Interest	4,326	87	569	-	2,022	192	7,196
Dues / Memberships / Licenses	20,330	418	1,555	-	1,428	963	24,694
Training / Publications	17,350	1,036	7,516	-	6,784	3,671	36,357
Contracted Services	83,739	1,393	8,515	-	4,628	59,753	158,028
Client Flex Funds	-	-	-	-	-	20,000	20,000
Program/Department Expenses	73,966	8,419	12,538	5,890	15,101	8,614	124,528
Travel/Conferences	5,946	5,116	19,966	1,850	1,489	12,103	46,470
Recruitment	2,453	48	520	-	170	59	3,250
Bed debt expense	38,000	5,000	2,500	2,000	12,000	-	59,500
Advertising	6,191	903	2,025	-	2,032	1,049	12,200
Depreciation	9,807	1,120	31,922	-	10,249	480	53,578
Miscellaneous	4,601	334	1,193	-	962	381	7,471
Non-Personnel Programmatic Subtotal:	704,074	78,599	286,131	37,472	212,979	198,446	1,517,701
TOTAL EXPENSES:	3,528,542	476,344	1,058,666	114,196	1,105,026	600,852	6,883,626

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Independent Auditors' Report

Board of Directors
Goodwin Community Health
and Subsidiary
Somersworth, New Hampshire

Report on the Consolidated Financial Statements

We have audited the accompanying consolidated financial statements of Goodwin Community Health and Subsidiary (the Center) which comprise the consolidated statements of financial position as of June 30, 2014 and 2013, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Board of Directors
Goodwin Community Health and Subsidiary

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Goodwin Community Health and Subsidiary as of June 30, 2014 and 2013, and the consolidated changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating schedules on pages 17 through 19 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Macpage LLC

South Portland, Maine
November 25, 2014

Consolidated Statements of Financial Position

June 30,

	2014	2013
ASSETS		
Current Assets		
Cash and cash equivalents (Notes 1 and 2)	$ 655,579	$ 584,487
Accounts receivable, net (Notes 1 and 3)	417,704	229,940
Grants receivable (Note 4)	145,940	108,182
Current portion of pledges receivable (Note 5)	9,451	25,036
Prepaid expenses	7,693	3,637
Total Current Assets	1,236,367	951,282
Property and Equipment, Net (Notes 1 and 7)	6,276,034	6,547,866
Other Assets		
Goodwill (Note 1)	17,582	17,582
Pledges receivable, net of current portion (Note 5)	8,010	11,494
Total Other Assets	25,592	29,076
Total Assets	$ 7,537,993	$ 7,528,224
LIABILITIES AND NET ASSETS		
Current Liabilities		
Accounts payable	$ 181,237	$ 260,730
Accrued expenses	363,823	320,772
Lines of credit (Note 8)	193,500	327,280
Current portion of long-term debt (Note 9)	154,716	128,157
Total Current Liabilities	893,276	1,036,939
Long-Term Liabilities		
Long-term debt, net of current portion (Note 9)	869,885	935,100
Total Liabilities	1,763,161	1,972,039
Net Assets		
Unrestricted (deficit)	354,851	(73,807)
Temporarily restricted (Note 11)	5,419,981	5,629,992
Total Net Assets	5,774,832	5,556,185
TOTAL LIABILITIES AND NET ASSETS	$ 7,537,993	$ 7,528,224

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated Statement of Activities

Year Ended June 30, 2014

	Unrestricted	Temporarily Restricted	Total
Operating Revenue and Support			
Patient service revenue (Notes 1 and 10)	$ 4,798,980		$ 4,798,980
Provision for bad debts	(304,004)		(304,004)
Net patient service revenue	4,494,976		4,494,976
Grants, contracts and contributions (Notes 1 and 12)	2,409,793	$ 66,000	2,475,793
WIC food vouchers (Note 15)	1,572,910		1,572,910
Other	150,554		150,554
	8,628,233	66,000	8,694,233
Net assets released from restrictions	276,011	(276,011)	
Total Operating Revenue and Support	8,904,244	(210,011)	8,694,233
Functional Expenses			
Program services	7,300,409		7,300,409
Fundraising	137,934		137,934
General and administrative	1,050,293		1,050,293
Total Expenses	8,488,636		8,488,636
Change in Net Assets from Operating Activities	415,608	(210,011)	205,597
Non-Operating Revenue and Support			
Rent income	13,050		13,050
Total Change in Net Assets	428,658	(210,011)	218,647
Net Assets (Deficit), Beginning of Year	(73,807)	5,629,992	5,556,185
Net Assets, End of Year	$ 354,851	$ 5,419,981	$ 5,774,832

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated Statement of Activities - Continued

Year Ended June 30, 2013

	Unrestricted	Temporarily Restricted	Total
Operating Revenue and Support			
Patient service revenue (Notes 1 and 10)	$ 4,468,027		$ 4,468,027
Provision for bad debts	(275,559)		(275,559)
Net patient service revenue	4,192,468		4,192,468
Grants, contracts and contributions (Notes 1 and 12)	2,135,975	$ 35,416	2,171,391
WIC food vouchers (Note 15)	1,644,806		1,644,806
Other	215,425		215,425
	8,188,674	35,416	8,224,090
Net assets released from restrictions	180,296	(180,296)	
Total Operating Revenue and Support	8,368,970	(144,880)	8,224,090
Functional Expenses			
Program services	7,076,642		7,076,642
Fundraising	145,116		145,116
General and administrative	1,020,853		1,020,853
Total Expenses	8,242,611		8,242,611
Change in Net Assets from Operating Activities	126,359	(144,880)	(18,521)
Non-Operating Revenue and Support			
Rent income	12,182		12,182
Class action settlement	148,066		148,066
Change in Net Assets from Non-Operating Activities	160,248		160,248
Total Change in Net Assets	286,607	(144,880)	141,727
Net Assets (Deficit), Beginning of Year	(360,414)	5,774,872	5,414,458
Net Assets (Deficit), End of Year	$ (73,807)	$ 5,629,992	$ 5,556,185

Consolidated Statements of Cash Flows

Years Ended June 30,

	2014	2013
Cash flows from operating activities:		
Change in net assets	$ 218,647	$ 141,727
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation	271,832	269,624
Provision for bad debt	304,004	275,559
(Increase) decrease in operating assets:		
Accounts receivable	(491,768)	(162,400)
Grants receivable	(37,758)	(22,942)
Pledges receivable	19,069	(10,250)
Cost settlement receivable		38,930
Prepaid expenses	(4,056)	4,363
Increase (decrease) in operating liabilities:		
Accounts payable	(79,493)	(124,437)
Accrued expenses	43,051	13,008
Total adjustments	24,881	281,455
Net cash flows from operating activities	243,528	423,182
Cash flows from investing activities:		
Purchases of equipment		(32,092)
Net cash flows from investing activities		(32,092)
Cash flows from financing activities:		
Net payments on lines of credit	(133,780)	(3,000)
Proceeds from issuance of long-term debt	99,000	
Principal payments on long-term debt	(137,656)	(103,188)
Net cash flows from financing activities	(172,436)	(106,188)
Net change in cash and cash equivalents	71,092	284,902
Cash and cash equivalents, beginning of year	584,487	299,585
Cash and cash equivalents, end of year	$ 655,579	$ 584,487
Supplemental disclosure of cash flow information:		
Interest paid during year	$ 57,245	$ 70,380

The accompanying notes are an integral part of these consolidated financial statements.

Consolidated Statements of Functional Expenses

Years Ended June 30,

	2014				2013			
	Program	Fundraising	General and Administrative	Total	Program	Fundraising	General and Administrative	Total
Personnel								
Salaries and wages	$ 3,663,909	$ 88,625	$ 504,002	$ 4,256,536	$ 3,522,156	$ 72,307	$ 499,771	$ 4,094,234
Payroll taxes and employee benefits (Note 13)	839,916	20,778	184,841	1,045,535	826,250	16,513	149,366	992,129
	4,503,825	109,403	688,843	5,302,071	4,348,406	88,820	649,137	5,086,363
Other								
WIC food vouchers (Note 15)	1,572,910			1,572,910	1,644,806			1,644,806
Depreciation (Note 1)	223,120		48,713	271,833	226,148		43,476	269,624
Equipment leases and supplies	220,923	2,554	34,227	257,704	180,264	2,336	49,474	232,074
Professional fees	112,191	200	77,265	189,656	48,378		89,649	138,027
Medical supplies	131,695			131,695	136,372			136,372
Physician services	114,921			114,921	101,997			101,997
Repairs and maintenance	63,163	490	29,016	92,669	63,903	28,721		92,624
Interest			57,245	57,245			70,380	70,380
Utilities	46,302		23,853	70,155	46,119		22,715	68,834
Lab and radiology fees	72,844	182	563	73,589	65,438	145	353	65,936
Insurance	22,759		30,241	53,000	43,560		20,794	64,354
Office materials	53,563	151	9,952	63,666	44,363	35	14,263	58,661
Postage and shipping	22,033	275	10,499	32,807	26,158	117	12,654	38,929
Telephone and communications	37,463		3,828	41,291	27,510		5,369	32,879
Dues and subscriptions	15,342	375	12,360	28,077	12,378	430	12,131	24,939
Advertising and promotion (Note 1)	20,800	20,857	288	41,945	3,877	22,685	130	26,692
Travel	20,448	668	5,993	27,109	20,449	177	5,741	26,367
Education and training	21,783	270	6,396	28,449	15,933	317	8,162	24,412
Rent (Note 14)	12,170		5,570	17,740	6,176		10,860	17,036
Service charges	10,774		3,238	14,012	11,312		4,917	16,229
Printing	1,380	2,509	835	4,724	3,795	1,333	648	5,776
Real estate taxes			1,368	1,368				
	2,796,584	28,531	361,450	3,186,565	2,728,936	56,296	371,716	3,156,948
Total Functional Expenses	$ 7,300,409	$ 137,934	$ 1,050,293	$ 8,488,636	$ 7,077,342	$ 145,116	$ 1,020,853	$ 8,243,311

The accompanying notes are an integral part of these consolidated financial statements.

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Goodwin Community Health, a nonprofit corporation, was incorporated in 1971 in the state of New Hampshire to provide prenatal care, social support and public health services to low-income persons. Goodwin Community Health's revenues come primarily from patient service fees, including third party payers, federal and state government support and non-government organization grants.

These consolidated financial statements also include the financial statements of Great Bay Mental Health Associates, Inc. (Great Bay), a wholly-owned for-profit subsidiary, engaged in providing mental health services in the Strafford County, New Hampshire community through its employees and independent contractors who are qualified and licensed to practice in the State of New Hampshire. All material inter-company transactions and balances have been eliminated in consolidation. Goodwin Community Health and Great Bay are collectively referred to as "the Center".

Basis of Presentation

The consolidated financial statements of the Center have been prepared using the accrual method of accounting in accordance with professional standards. Under those standards, the Center is required to report information regarding its consolidated financial position and activities according to three classes of net assets; unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Unrestricted net assets are those that are not subject to donor-imposed stipulations. Temporarily restricted net assets are those whose use by the Center has been limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled or otherwise removed by actions of the Center. Permanently restricted net assets are those that are subject to donor-imposed stipulations that they be maintained permanently by the Center. The Center had no permanently restricted net assets at June 30, 2014 and 2013.

Use of Estimates

The preparation of consolidated financial statements requires management to make estimates and assumptions that affect the reported assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from the estimates.

Consolidated Statement of Activities

The Center has classified the consolidated statements of activities into two categories, operating and non-operating. The operating category represents the normal recurring activities of the Center. The non-operating activity captures non-recurring activity primarily related to gains and losses from the sale of property and equipment and income from rental activities.

Net Patient Service Revenue

Revenue is recorded at the Center's standard charges for patient services rendered. Under the terms of agreements with Medicare, Medicaid and other third party payors, reimbursement for the care of program beneficiaries may differ from the Center's standard charges. Differences are recorded as contractual adjustments, which are reflected as an adjustment to patient service revenue together with patient discounts. Credit is extended without collateral.

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Charity Care

The Center provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Since the Center does not pursue collection of amounts determined to qualify as charity care, these amounts are reported as deductions from revenue (see Note 10).

Grants and Contracts

The Center receives funding from the federal Public Health Service Agency for its medical operations under a Bureau of Primary Health Care (BPHC) grant program. Since the BPHC grant is available for use in the majority of the Center's operations, it is reported as unrestricted in the consolidated financial statements.

Support received under grants and contracts with governmental agencies and private foundations is reported as revenue when terms of the agreement have been met.

Grants received for the purpose of acquiring long-lived assets are reported as support that increases temporarily restricted assets. The Center has adopted a policy of implying a time restriction on such grants that expire over the assets' useful life.

Contributions

Contributions, including pledges, are recognized as revenues in the period received. The Center reports contributions of cash and other assets received with donor-imposed time or purpose restrictions as temporarily restricted support. When a donor restriction expires, i.e., when a stipulated time restriction or purpose restriction ends, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Contributions received with donor-imposed restrictions that are met in the same year as received are reported as unrestricted revenues.

Management has evaluated its outstanding pledges at the end of June 30, 2014 and 2013, and has determined that all amounts are fully collectible and an allowance for uncollectible contributions is not considered necessary.

Advertising and Promotion

The Center expenses its advertising and promotion costs as incurred.

Cash and Cash Equivalents

For the purpose of reporting cash flows, the Center considers all unrestricted highly liquid debt instruments purchased with an initial maturity of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of contractual allowances and of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. At June 30, 2014 and 2013, the allowance for doubtful accounts was $88,420 and $137,852, respectively.

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Accounts Receivable – Continued

In evaluating the collectability of accounts receivable, the Center analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for bad debts. Management regularly reviews data about these major payor sources of revenue in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with services provided to patients who have third-party coverage, the Center analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for bad debts, if necessary. For receivables associated with self-pay patients which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill, the Center records a significant provision for bad debts in the period of service on the basis of its past experience, which indicates that many patients are unable or unwilling to pay the portion of their bill for which they are financially responsible. The difference between the standard rates and the amounts actually collected after all reasonable collection efforts have been exhausted is charged off against the allowance for doubtful accounts.

The Center's allowance for doubtful accounts methodology for self-pay patients remained consistent with prior year. The Center allows for 100% of patient account receivables over 90 days, 75% over 60 days and 50% under 60 days. The Center's allowance account decreased by $49,432 from fiscal year 2013 to fiscal year 2014. In addition, the Center's provision for bad debts for self-pay patients increased $28,455 from $275,559 for fiscal year 2013 to $304,004 for fiscal year 2014. The changes were the result of positive trends experienced in the collection of amounts from self-pay patients in fiscal year 2014. The Center has not changed its charity care or uninsured discount policies during fiscal years 2014 and 2013.

Property and Equipment

Property and equipment are stated at cost. Depreciation is being provided by use of the straight-line method over the estimated useful lives of assets ranging from three to forty years.

Goodwill

Goodwill represents the excess of cost over fair value of net assets acquired through the acquisition of Great Bay. In accordance with professional standards, no amortization of goodwill will be taken as the Center evaluates the goodwill on an annual basis for potential impairment.

Income Taxes

Goodwin Community Health is a nonprofit organization as described in Section 501(c)(3) of the Internal Revenue Code and as such is exempt from federal income taxes on related income pursuant to Section 501(a) of the IRS Code. Great Bay is a nonexempt organization and files applicable Form 1120 (corporate return). No provision for income taxes was necessary as of June 30, 2014 and 2013.

Management evaluated the Center's tax positions and concluded that the Center had taken no uncertain tax positions that required adjustment to the consolidated financial statements. The Center does not expect that unrecognized tax benefits arising from tax positions will change significantly within the next twelve months. The Center is subject to U.S. federal and state examinations by tax authorities for years ended June 30, 2011 through June 30, 2014.

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Functional Expenses

The expenses of providing the various programs and other activities have been summarized on a functional basis in the consolidated statement of functional expenses. Accordingly, expenses have been allocated among the programs and supporting services benefited. Expenses that can be identified with a specific program and support service are allocated directly. Other expenses that are common to several functions are allocated according to statistical bases.

Reclassifications

Certain amounts in the 2013 financial statement have been reclassified to conform to the 2014 presentation. There was no effect on the 2013 change in net assets as a result of such reclassifications.

NOTE 2 – CASH AND CASH EQUIVALENTS

The Center maintains cash balances in a local financial institution. These accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. At various times throughout the year, the Center's cash balances exceeded FDIC insurance. The Center has not experienced any losses in such accounts and management believes it is not exposed to any significant credit risk.

NOTE 3 – ACCOUNTS RECEIVABLE

The composition of accounts receivable at June 30, were as follows:

	2014	2013
Medicare	$ 41,067	$ 37,570
Medicaid	145,010	17,944
MaineCare	4,576	11,070
Private Insurance	132,783	75,673
Patients	156,782	211,015
Other	25,906	14,520
	506,124	367,792
Less: allowance for doubtful accounts	(88,420)	(137,852)
	$417,704	$229,940

NOTE 4 – GRANTS RECEIVABLE

Grants receivable as presented on the consolidated statements of financial position represent payment due on grants and contracts from state and federal agencies and other organizations and are considered fully collectible by management as of June 30, 2014 and 2013.

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

NOTE 5 – PLEDGES RECEIVABLE

Pledges receivable are summarized as follows at June 30:

	2014	2013
General operations	$ 6,000	$15,599
Capital campaign	11,461	20,931
	$17,461	$36,530
Amounts due in:		
Less than one year	$ 9,451	$25,036
One to five years	8,010	11,494
	$17,461	$36,530

The discount rate was not material and therefore not applied in 2014 and 2013 and an allowance for uncollectible pledges was not considered necessary at June 30, 2014 and 2013.

NOTE 6 – COST SETTLEMENT – MEDICARE

The Center renders services to individuals who are beneficiaries of the Federal Medicare program. Charges for services to beneficiaries of this program were billed to the Medicare intermediary. Settlements for differences between the interim rates paid by Medicare and the Center's actual cost for rendering care are based on annual cost report filings. The estimated amounts due to or from this program is reflected in the accompanying consolidated financial statements as cost settlement receivable or payable and are recorded as an increase or decrease to patient service revenue in the year the related care is rendered.

Any adjustments to the estimates as a result of final determination by the intermediary are recorded as increases or decreases to patient service revenue in the year of final determination.

NOTE 7 – PROPERTY AND EQUIPMENT

The following summarizes property and equipment at June 30:

	2014	2013
Building and improvements	$5,670,162	$5,670,162
Land	718,427	718,427
Equipment and furniture	1,331,701	1,331,701
	7,720,290	7,720,290
Less: accumulated depreciation	(1,444,256)	(1,172,424)
	$6,276,034	$6,547,866

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

NOTE 8 – LINES OF CREDIT

Goodwin Community Health maintained a $150,000 line of credit with a financial institution. Interest is at the Wall Street Journal prime rate plus 1% with a floor rate of 6.25% (6.25% at June 30, 2014 and 2013, respectively). The line of credit was due on demand and secured by substantially all the assets of Goodwin Community Health. The outstanding balance on the line of credit at June 30, 2013 was $132,280. The balance was paid in full and the line of credit closed during the year ended June 30, 2014.

Goodwin Community Health maintains a $200,000 line of credit with Frisbie Memorial Hospital. The line of credit is interest free , unsecured and due on demand. The outstanding balances on the line of credit at June 30, 2014 and 2013 were $193,500 and $195,000, respectively.

NOTE 9 – LONG-TERM DEBT

Long-term debt consisted of the following at June 30:

	2014	2013
Note payable to a financial institution payable in 240 monthly installments, initial payments of $4,464 including interest at a fixed rate of 4.75% until December 2018 at which time monthly payments shall be adjusted to reflect changes in interest rates, due December 2029. The note is secured by real estate. **	$ 584,049	$ 607,470
Note payable to a financial institution payable in 60 monthly installments of $596 including variable interest based on People's United Bank Prime Rate plus 1.50 percentage points over the index, currently at 4.75%, due June 2017, secured by all assets of Great Bay and an unlimited corporate guaranty of Goodwin Community Health.	19,307	25,359
Note payable to a not-for-profit corporation. The note is secured by real estate and substantially all the assets of the Center. An allonge dated September 19, 2012 extended the maturity date from July 1, 2014 to September 1, 2017 and converted the payment schedule to monthly principal and interest payments of $8,069 with interest at 5.25%. **	288,858	368,172
Note payable to a not-for-profit corporation payable in monthly installments of $1,709 including interest at a fixed rate of 1.00% due July 2016. The note is unsecured.	42,275	62,256
Note payable to a financial institution payable in 60 monthly installments of $1,860 including interest at a fixed rate of 4.75% due January 2019. The note is secured by all assets. **	90,112	-
	1,024,601	1,063,257
Less: Current portion	154,716	128,157
	$ 869,885	$ 935,100

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

NOTE 9 – LONG-TERM DEBT – CONTINUED

** The notes are subject to various administrative and financial covenants which the Center was in compliance with at June 30, 2014.

Future minimum principal payments as of June 30, 2014 are as follows:

2015	$ 154,716
2016	163,841
2017	148,442
2018	75,730
2019	43,045
Thereafter	438,827
	$1,024,601

NOTE 10 – PATIENT SERVICE REVENUE

The Center recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. It recognizes significant amounts of patient service revenue at the time services are rendered even though it does not assess the patient's ability to pay. For uninsured patients who do not qualify for charity care, the Center recognizes revenue on the basis of its standard rates for services provided. On the basis of historical experience, a significant portion of the Center's uninsured patients will be unable or unwilling to pay for the services provided. Accordingly, the Center records a significant provision for bad debts related to uninsured patients in the period the services are provided. Patient service revenue, net of contractual allowances and discounts, recognized in the period from these major payor sources, is as follows:

	2014	2013
Gross patient service revenue	$6,078,965	$5,723,972
Contractual adjustments	(737,859)	(619,738)
Charity care	(542,126)	(636,207)
Patient service revenue	$4,798,980	$4,468,027

The Center accepts patients regardless of their ability to pay. A patient is classified as a charity patient by reference to certain established policies, which define charity services as those services for which no payment is anticipated. In assessing a patient's eligibility for charity care, the Center uses federally established poverty guidelines. The Center is required to provide a full discount to patients with annual incomes at or below 100% of the poverty guidelines. For those patients with income between 100% and 200% of poverty guidelines, fees must be charged in accordance with a sliding scale discount policy based on family size and income. No discounts may be provided to patients with incomes over 200% of federal poverty guidelines.

Charity care is measured based on services provided at established rates but is not included in net patient service revenue. Costs and expenses incurred in providing these services are included in operating expenses. The Center determines the costs associated with providing charity care by calculating a ratio of costs to gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. Under this methodology, the estimated costs of caring for charity care patients for the years ended June 30, 2014 and June 30, 2013 were approximately $680,000 and $790,000, respectively. Charges for services rendered to individuals from whom payment is expected and ultimately not received are written off as part of the provision for bad debts.

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

NOTE 11 – TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consisted of the following at June 30:

	2014	2013
Grants for construction costs	$5,107,237	$5,245,938
Grants for equipment	246,178	347,524
Grants for regional network	49,105	
Pledges receivable	17,461	36,530
	$5,419,981	$5,629,992

NOTE 12 – GRANTS, CONTRACTS AND CONTRIBUTION REVENUE

Grants, contracts and contributions included in operating revenue and support in the consolidated statements of activities consisted of the following at June 30:

	2014	2013
U.S. Department of Health and Human Services		
Community Health Center Grant	$ 983,748	$ 808,480
State of New Hampshire		
Family Planning	114,834	130,905
Primary Care	323,005	248,712
Public Health	150,103	
Oral Health	34,778	18,077
Substance Abuse & Prevention		74,237
Breast and Cervical Cancer Screening	37,255	31,102
Woman, Infants, and Children	433,714	452,980
	1,093,689	956,013
Wentworth Douglass Hospital	150,000	125,000
NH Charitable Foundation	50,000	104,554
Other grants and contributions	198,356	177,344
	398,356	406,898
	$2,475,793	$2,171,391

NOTE 13 – DEFINED CONTRIBUTION 401(k) PLAN

The Center sponsors a defined contribution 401(k) plan for all eligible employees. Employer discretionary matching contributions are 100% of contributions up to 3% of eligible employees' salaries. In September 2010, the Center temporarily suspended the employer match.

NOTE 14 – LEASES

The Center is lessor under several non-cancelable leases for certain office space in its Somersworth, New Hampshire location. The leases call for monthly rental payments ranging from $225 to $863 and expire in April 2016.

The Center leased office space as a tenant at will. Rent expense was $6,600 for the years ended June 30, 2014 and 2013.

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

NOTE 15 – WIC FOOD VOUCHERS

The Center acts as a conduit for the State of New Hampshire's Special Supplemental Food Program for Women, Infants and Children (WIC). This program is funded by the U.S. Department of Agriculture (C.F.D.A 10.557). The value of food vouchers distributed by the Center was $1,572,910 and $1,644,806 for the years ended June 30, 2014 and 2013, respectively. These amounts are included in the accompanying consolidated financial statements.

NOTE 16 – CONTINGENCIES

Notice of Federal Interest

During the year ended June 30, 2011, the Center received federal grant funding totaling $4,957,300 under the ARRA - Facilities Improvement Program for construction of a new health center building. The project was completed and the building was placed in service in May 2011. In accordance with the grant agreement, a Notice of Federal Interest (NFI) is required to be recorded in the appropriate official records of the jurisdiction in which the property is located. The NFI is designed to notify any prospective buyer or creditor that the Federal Government has a financial interest in the real property acquired under the aforementioned grant; that the property may not be used for any purpose inconsistent with that authorized by the grant program statute and applicable regulations; that the property may not be mortgaged or otherwise used as collateral without the written permission of the Associate Administrator of the Office of Federal Assistance Management, Health Resources and Services Administration (OFAM, HRSA); and that the property may not be sold or transferred to another party without the written permission of the Associate Administrator of OFAM and HRSA.

Mortgage Deed

During the year ended June 30, 2011, the Center was the beneficiary of an award by the New Hampshire Community Development Finance Authority (CDFA) of $108,000 in the form of Community Development Investment Program (CDIP) funds. The grant was awarded for the purposes of development and construction of a new health center building. On August 4, 2011, a mortgage deed was given to guarantee a long-term benefit to low and moderate-income individuals, by requiring that the property remain in the ownership of the Center, or another non-profit entity approved by CDFA, for a period of ten years. In the event the project property is sold to a third party, not approved by CDFA, an amount equal to the total amount of CDIP funds disbursed by CDFA ($108,000) will be repaid to CDFA.

NOTE 17 – EVALUATION OF SUBSEQUENT EVENTS

Management has evaluated subsequent events through November 25, 2014, the date the consolidated financial statements were available to be issued.

Consolidating Schedule of Financial Position

June 30, 2014

ASSETS	Goodwin Community Health	Great Bay	Eliminations	Consolidated
Current Assets				
Cash and cash equivalents	$ 634,174	$ 21,405		$ 655,579
Accounts receivable, net	446,806	125,184	$ (154,286)	417,704
Grants receivable	145,940			145,940
Current portion of pledges receivable	9,451			9,451
Prepaid expenses	5,896	1,797		7,693
Total Current Assets	1,242,267	148,386	(154,286)	1,236,367
Property and Equipment, Net	6,272,158	3,876		6,276,034
Other Assets				
Goodwill	45,000		(27,418)	17,582
Pledges receivable, net of current portion	8,010			8,010
Total Other Assets	53,010		(27,418)	25,592
Total Assets	$ 7,567,435	$ 152,262	$ (181,704)	$ 7,537,993
LIABILITIES AND NET ASSETS				
Current Liabilities				
Accounts payable	$ 180,453	$ 154,407	$ (153,623)	$ 181,237
Accrued expenses	306,222	57,601		363,823
Lines of credit	193,500			193,500
Current portion of long-term debt	148,377	6,339		154,716
Total Current Liabilities	828,552	218,347	(153,623)	893,276
Long-term Liabilities				
Long-term debt, net of current portion	856,917	13,631	(663)	869,885
Total Liabilities	1,685,469	231,978	(154,286)	1,763,161
Net Assets				
Unrestricted (Deficit)	461,985	(79,716)	(27,418)	354,851
Temporarily restricted	5,419,981			5,419,981
Total Net Assets (Deficit)	5,881,966	(79,716)	(27,418)	5,774,832
TOTAL LIABILITIES AND NET ASSETS	$ 7,567,435	$ 152,262	$ (181,704)	$ 7,537,993

See independent auditors' report.

Consolidating Schedule of Activities of Unrestricted Net Assets

Year Ended June 30, 2014

	Unrestricted Goodwin Community Health	Unrestricted Great Bay	Eliminations	Total
Operating Revenue and Support				
Patient service revenue	$ 4,057,589	$ 741,391		$ 4,798,980
Provision for bad debts	(302,150)	(1,854)		(304,004)
Net patient service revenue	3,755,439	739,537		4,494,976
Grants, contracts and contributions	2,409,793			2,409,793
WIC food vouchers	1,572,910			1,572,910
Other	150,554			150,554
	7,888,696	739,537		8,628,233
Net assets released from restrictions	276,011			276,011
Total Operating Revenue and Support	8,164,707	739,537		8,904,244
Functional Expenses				
Program services	6,733,373	613,197	$ (46,161)	7,300,409
Fundraising	137,934			137,934
General and administrative	966,043	89,379	(5,129)	1,050,293
Total Expenses	7,837,350	702,576	(51,290)	8,488,636
Change in Unrestricted Net Assets from Operations	327,357	36,961	51,290	415,608
Non-Operating Revenue and Support				
Rent income	64,340		(51,290)	13,050
Total Change in Unrestricted Net Assets	391,697	36,961		428,658
Unrestricted Net Assets (Deficit), Beginning of Year	70,288	(116,677)	(27,418)	(73,807)
Unrestricted Net Assets (Deficit), End of Year	$ 461,985	$ (79,716)	$ (27,418)	$ 354,851

See independent auditors' report.

Consolidating Schedule of Functional Expenses

Year Ended June 30, 2014

	Goodwin Community Health				Great Bay Mental Health Associates, Inc.				
	Program	Fundraising	General and Administrative	Total	Program	General and Administrative	Total	Eliminations	Consolidated
Personnel									
Salaries and wages	$ 3,181,670	$ 88,625	$ 462,402	$ 3,732,697	$ 482,239	$ 41,600	$ 523,839		$ 4,256,536
Payroll taxes and employee benefits	796,210	20,778	181,659	998,647	43,706	3,182	46,888		1,045,535
	3,977,880	109,403	644,061	4,731,344	525,945	44,782	570,727		5,302,071
Other									
WIC food vouchers	1,572,910			1,572,910					1,572,910
Depreciation	222,916		46,881	269,797	204	1,832	2,036		271,833
Equipment leases and supplies	219,472	2,554	34,066	256,092	1,451	161	1,612		257,704
Professional fees	100,935	200	45,473	146,608	11,256	31,792	43,048		189,656
Medical supplies	131,695			131,695					131,695
Physician services	114,921			114,921					114,921
Repairs and maintenance	63,163	490	29,016	92,669					92,669
Utilities	46,302		23,853	70,155					70,155
Interest			57,006	57,006		239	239		57,245
Lab and radiology fees	72,844	182	563	73,589					73,589
Insurance	11,233		26,647	37,880	11,526	3,594	15,120		53,000
Office materials	46,696	151	9,189	56,036	6,867	763	7,630		63,666
Postage and shipping	18,368	275	10,092	28,735	3,665	407	4,072		32,807
Telephone and communications	34,844		3,537	38,381	2,619	291	2,910		41,291
Dues and subscriptions	15,342	375	12,360	28,077					28,077
Advertising and promotion	20,477	20,857	252	41,586	323	36	359		41,945
Travel	20,448	668	5,993	27,109					27,109
Education and training	21,783	270	6,396	28,449					28,449
Rent	12,170		5,570	17,740	46,161	5,129	51,290	$ (51,290)	17,740
Service charges	7,594		2,885	10,479	3,180	353	3,533		14,012
Printing	1,380	2,509	835	4,724					4,724
Real estate taxes			1,368	1,368					1,368
	2,755,493	28,531	321,982	3,106,006	87,252	44,597	131,849	(51,290)	3,186,565
Total Functional Expenses	$ 6,733,373	$ 137,934	$ 966,043	$ 7,837,350	$ 613,197	$ 89,379	$ 702,576	$ (51,290)	$ 8,488,636

See independent auditors' report.

Families First

of the Greater Seacoast

Financial Report

June 30, 2014

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Independent Auditors' Report

To the Board of Directors
Families First of the Greater Seacoast
Portsmouth, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of Families First of the Greater Seacoast (a nonprofit organization) which comprise the statements of financial position as of June 30, 2014 and 2013, 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.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors
Families First of the Greater Seacoast

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Families First of the Greater Seacoast as of June 30, 2014 and 2013, 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.

Macpage LLC

South Portland, Maine
December 9, 2014

Statements of Financial Position

June 30,

	2014	2013
ASSETS		
Current Assets		
Cash (note 2)	$ 172,728	$ 74,547
Cash, fiscal agent (note 9)	195	195
Grants receivable (note 3)	117,416	67,300
Accounts receivable, (notes 1 and 4)	175,066	131,560
Current portion of pledges receivable (notes 1 and 5)	237,990	336,748
Other receivables (note 6)	2,776	26,620
Prepaid expenses	31,035	15,133
Total Current Assets	737,206	652,103
Cash, restricted for capital purposes	227,720	
Pledges Receivable, net of current portion (notes 1 and 5)	370,000	
Property and Equipment, Net (notes 1 and 7)	282,850	247,992
Investments		
Endowment (notes 8 and 19)	1,537,015	1,392,530
Board designated	780	66,360
Total Investments	1,537,795	1,458,890
Total Assets	$ 3,155,571	$ 2,358,985
LIABILITIES AND NET ASSETS		
Current Liabilities		
Line of credit	$ 243,849	
Accounts payable	116,956	$ 85,519
Accrued expenses	312,264	287,904
Amount due, fiscal agent (note 9)	195	195
Deferred revenue	11,780	24,476
Total Current Liabilities	685,044	398,094
Net Assets		
Unrestricted	(7,062)	177,628
Temporarily restricted (notes 8 and 12)	1,276,902	583,076
Permanently restricted (notes 8 and 13)	1,200,687	1,200,187
Total Net Assets	2,470,527	1,960,891
Total Liabilities and Net Assets	$ 3,155,571	$ 2,358,985

The accompanying notes are an integral part of these financial statements.

Statements of Activities

Year Ended June 30, 2014

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
PUBLIC SUPPORT AND REVENUES:				
Public Support				
Contributions	$ 1,222,353	$ 1,672,695	$ 500	$ 2,895,548
Grants and contracts	992,590			992,590
Total public support	2,214,943	1,672,695	500	3,888,138
Revenues				
Patient service revenue (note 11)	1,623,471			1,623,471
Provision for bad debt	(37,860)			(37,860)
Net patient service revenue	1,585,611			1,585,611
Investment income - endowment (note 8)		26,990		26,990
Investment income - board designated	899			899
Gain on investments - endowment (note 8)		176,668		176,668
Gain on investments - board designated	4,545			4,545
Miscellaneous	43,752			43,752
Total revenue	1,634,807	203,658		1,838,465
Public support and revenues	3,849,750	1,876,353	500	5,726,603
Net Assets Released from Restrictions	1,182,527	(1,182,527)		
TOTAL PUBLIC SUPPORT AND REVENUES	5,032,277	693,826	500	5,726,603
EXPENSES				
Program services	4,511,400			4,511,400
Management and general	527,250			527,250
Fundraising	178,317			178,317
Total expenses	5,216,967			5,216,967
CHANGE IN NET ASSETS	(184,690)	693,826	500	509,636
NET ASSETS, BEGINNING OF YEAR	177,628	583,076	1,200,187	1,960,891
NET ASSETS, END OF YEAR	$ (7,062)	$ 1,276,902	$ 1,200,687	$ 2,470,527

The accompanying notes are an integral part of these financial statements.

Statements of Activities - Continued

Year Ended June 30, 2013

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
PUBLIC SUPPORT AND REVENUES:				
Public Support				
Contributions	$ 1,404,161	$ 640,797		$ 2,044,958
Grants and contracts	940,575			940,575
Total public support	2,344,736	640,797		2,985,533
Revenues				
Patient service revenue (note 11)	1,577,353			1,577,353
Provision for bad debt	(43,860)			(43,860)
Net patient service revenue	1,533,493			1,533,493
Investment income - endowment (note 8)		42,953		42,953
Investment income - board designated	2,322			2,322
Gain on investments - endowment (note 8)		135,824		135,824
Gain on investments - board designated	1,630			1,630
Miscellaneous	82,505			82,505
Total revenue	1,619,950	178,777		1,798,727
Public support and revenues	3,964,686	819,574		4,784,260
Net Assets Released from Restrictions	654,433	(654,433)		
TOTAL PUBLIC SUPPORT AND REVENUES	4,619,119	165,141		4,784,260
EXPENSES				
Program services	4,365,565			4,365,565
Management and general	540,959			540,959
Fundraising	157,595			157,595
Total expenses	5,064,119			5,064,119
CHANGE IN NET ASSETS	(445,000)	165,141		(279,859)
NET ASSETS, BEGINNING OF YEAR	622,628	417,935	$ 1,200,187	2,240,750
NET ASSETS, END OF YEAR	$ 177,628	$ 583,076	$ 1,200,187	$ 1,960,891

The accompanying notes are an integral part of these financial statements.

Statements of Cash Flows

Years ended June 30,

	2014	2013
Cash flows from operating activities		
Change in net assets	$ 509,636	$ (279,859)
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation expense	72,007	98,920
Contribution for capital purposes	(339,980)	
Gain on investments	(181,213)	(137,454)
Provision for bad debt	37,860	43,860
(Increase) decrease in operating assets:		
Cash, fiscal agent		3,000
Grants receivable	(50,116)	(7,035)
Accounts receivable	(81,366)	(41,318)
Pledges receivable	(271,242)	(29,435)
Other receivable	23,844	26,378
Prepaid expenses	(15,902)	5,016
Increase (decrease) in operating liabilities:		
Accounts payable	31,437	21,602
Accrued expenses	24,360	63,240
Amount due, fiscal agent		(3,000)
Deferred revenue	(12,696)	(89,098)
Total adjustments	(763,007)	(45,324)
Net cash flows from operating activities	(253,371)	(325,183)
Cash flows from investing activities:		
Purchase of property and equipment	(106,865)	(10,186)
Purchase of investments	(1,666,920)	
Proceeds from sale of investments	1,769,228	8,420
Net cash flows from investing activities	(4,557)	(1,766)
Cash flows from financing activities:		
Net borrowings from line of credit	243,849	
Contribution received for capital purposes	339,980	
Net cash provided by financing activities	583,829	
Net change in cash and cash equivalents	325,901	(326,949)
Cash and cash equivalents at beginning of year	74,547	401,496
Cash and cash equivalents at end of year (includes cash restricted for capital purposes)	$ 400,448	$ 74,547
Supplemental disclosure of cash flow information:		
Interest paid during year	$ 4,410	

The accompanying notes are an integral part of these financial statements.

Statements of Functional Expenses

Year Ended June 30, 2014

	Health Services		
	Primary Care	Dental	Homeless
Salaries	$ 1,526,223	$ 522,216	$ 519,374
Payroll taxes/benefits	246,147	80,156	71,685
Professional fees/contract labor	129,376	16,820	57,381
Medical/laboratory costs	128,080	58,731	29,531
Physicians/dentists	108,742	36,213	51,106
Office	19,844	11,146	47,935
Miscellaneous	21,006	3,458	5,597
Travel	3,510	896	23,553
Conferences	5,648	2,702	6,706
Dues/publications	7,718	1,354	1,470
Depreciation	7,341	23,298	16,432
Rent (note 15)	62,027	11,143	5,200
Telephone	5,569	771	3,465
Postage	361	6	6
Insurance	8,500	2,362	3,979
Printing	2,864	981	908
Computer operations	53,146	19,397	21,551
Flexible funds			
Program expenses	50,589	4,742	7,369
	$ 2,386,691	$ 796,392	$ 873,248

Statements of Functional Expenses - Continued

Year Ended June 30, 2014

	Family Services	Total Program	Management and General	Fundraising	Total
Salaries	$ 258,228	$ 2,826,041	$ 332,596	$ 132,576	$ 3,291,213
Payroll taxes/benefits	44,320	442,308	47,962	25,262	515,532
Professional fees/contract labor	37,225	240,802	22,479	24	263,305
Medical/laboratory costs	2	216,344			216,344
Physicians/dentists		196,061			196,061
Office	13,158	92,083	22,134	3,532	117,749
Miscellaneous	728	30,789	32,207	4,657	67,653
Travel	14,351	42,310	3,020	298	45,628
Conferences	337	15,393	548		15,941
Dues/publications	493	11,035	7,833	50	18,918
Depreciation	216	47,287	24,720		72,007
Rent (note 15)	45,437	123,806			123,806
Telephone	3,671	13,476	475		13,951
Postage	4	377	20,567	1,486	22,430
Insurance	1,500	16,341	9,404		25,745
Printing	402	5,155	592	9,040	14,787
Computer operations	9,130	103,225	2,263	377	105,865
Flexible funds	24,460	24,460			24,460
Program expenses	1,407	64,107	450	1,015	65,572
	$ 455,069	$ 4,511,400	$ 527,250	$ 178,317	$ 5,216,967

Statements of Functional Expenses

Year Ended June 30, 2013

	Health Services		
	Primary Care	Dental	Homeless
Salaries	$ 1,443,761	$ 482,291	$ 405,383
Payroll taxes/benefits	261,220	83,963	53,403
Professional fees/contract labor	127,444	17,482	62,463
Medical/laboratory costs	121,902	70,854	26,352
Physicians/dentists	170,970	28,710	33,538
Office	15,862	8,210	55,195
Miscellaneous	10,242	1,979	272
Travel	3,107	608	21,655
Conferences	10,587	924	883
Dues/publications	5,322	2,370	1,605
Depreciation	8,458	25,453	17,212
Rent (note 15)	63,613	9,424	3,534
Telephone	4,456	650	811
Postage	436	6	3
Insurance	38,883	8,058	5,665
Printing	3,274	480	405
Computer operations	58,889	14,049	14,701
Flexible funds			
Program expenses	49,054	5,949	6,361
	$ 2,397,480	$ 761,460	$ 709,441

The accompanying notes are an integral part of these financial statements.

Statements of Functional Expenses - Continued

Year Ended June 30, 2013

	Family Services	Total Program	Management and General	Fundraising	Total
Salaries	$ 278,483	$ 2,609,918	$ 318,984	$ 121,609	$ 3,050,511
Payroll taxes/benefits	51,340	449,926	52,532	17,925	520,383
Professional fees/contract labor	40,185	247,574	33,968		281,542
Medical/laboratory costs		219,108			219,108
Physicians/dentists		233,218			233,218
Office	14,135	93,402	20,110	2,641	116,153
Miscellaneous	505	12,998	25,577	638	39,213
Travel	14,135	39,505	2,394	316	42,215
Conferences	1,607	14,001	994	2,893	17,888
Dues/publications	380	9,677	8,556	1,065	19,298
Depreciation	436	51,559	47,361		98,920
Rent (note 15)	41,231	117,802			117,802
Telephone	3,363	9,280	766		10,046
Postage	11	456	18,126	1,138	19,720
Insurance	6,523	59,129	7,099		66,228
Printing	860	5,019	1,206	7,639	13,864
Computer operations	13,109	100,748	2,907	727	104,382
Flexible funds	25,756	25,756			25,756
Program expenses	5,125	66,489	379	1,004	67,872
	$ 497,184	$ 4,365,565	$ 540,959	$ 157,595	$ 5,064,119

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Families First of the Greater Seacoast (the Organization) was organized in 1986 to provide health care services for pregnant low income women and teenagers. Since that time, it has expanded to include comprehensive medical and family support services for all family members, including primary care, dental, well child care, substance abuse counseling, parenting education, and home visitation programs. A Board of Directors, consisting of members of the surrounding communities, directs long-term operations of the Organization, with an executive director handling day-to-day activities. The Organization is a Federally Qualified Health Center.

Basis of Presentation

The financial statements of the Organization have been prepared using the accrual method of accounting in accordance with professional standards. Under these standards, 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 assets, and permanently restricted net assets. Unrestricted net assets are those that are not subject to donor-imposed stipulations. Temporarily restricted net assets are those whose use by the Organization has been limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled or otherwise removed by actions of the Organization. Permanently restricted net assets are those that are subject to donor-imposed stipulations that they be maintained permanently by the Organization.

Use of Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from the estimates.

Net Patient Service Revenue

Revenue is recorded at the Organization's standard charges for patient services rendered. Under the terms of agreements with Medicare, Medicaid and other third party payors, reimbursement for the care of program beneficiaries may differ from the standard charges. Differences are recorded as contractual adjustments, which are reflected as an adjustment to patient service revenue together with patient discounts. Credit is extended without collateral.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Since the Organization does not pursue collection of amounts determined to qualify as charity care, these amounts are reported as deductions from revenue (see note 11).

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Grants and Contracts

The Organization receives funding from the federal Public Health Service Agency for its homeless and healthcare program under a Bureau of Primary Health Care (BPHC) grant program.

Support received under other grants and contracts with governmental agencies and private foundations is reported as revenue when terms of the agreement have been met.

Deferred Revenue

Deferred revenue represents grant and contract funds received for which grant and contract revenue has not been earned.

Contributions

Contributions, including pledges, are recognized as revenues in the period received or pledged. The Organization reports contributions of cash and other assets received with donor-imposed time or purpose restrictions as temporarily restricted support. When a donor restriction expires, i.e., when a stipulated time restriction or purpose restriction ends, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

An allowance for uncollectible pledges is provided based on historical experience and management's evaluation of outstanding pledges at the end of each year. As of June 30, 2014 and 2013, the allowance for uncollectible unconditional promises to give was $2,000, respectively.

Contributions received with donor-imposed restrictions that are met in the same year as received are reported as unrestricted revenues.

Investment Income

Income and net unrealized and realized gains or losses on investments of endowment and similar funds are reported as follows:

- as increases in temporarily restricted net assets if the terms of the gift or state law impose restrictions on the use of the income; or
- as increases in permanently restricted net assets if the terms of the gift require that they be added to the principal of a permanent endowment fund; if not, they are reported as temporarily restricted net assets; or
- as increases in unrestricted net assets in all other cases.

Cash and Cash Equivalents

For the purpose of reporting cash flows, the Organization considers all unrestricted highly liquid debt instruments purchased with an initial maturity of three months or less to be cash equivalents.

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. At June 30, 2014 and 2013, the allowance for doubtful accounts was $51,984 and $52,289, respectively.

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 services provided to patients who have third-party coverage, the Organization analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for bad debts, if necessary. For receivables associated with self-pay patients which includes both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill, the 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.

The Organization's allowance for doubtful accounts for self-pay patients was increased from 48% of self-pay accounts receivable at June 30, 2013, to 51% of self-pay accounts receivable at June 30, 2014. In addition, the Organization's self-pay write-offs decreased $6,000 from $43,860 for fiscal year 2013 to $37,860 for fiscal year 2014. Both were the result of positive trends experienced in the collection of amounts from self-pay patients in fiscal year 2014. The Organization has not changed its charity care or uninsured discount policies during fiscal years 2014 and 2013. The Organization does not maintain a material allowance for doubtful accounts from third-party payors, nor did it have significant write-offs from third-party payors.

Property and Equipment

Property and equipment are stated at cost. Depreciation is being provided by use of the straight-line method over the estimated useful lives ranging from three to thirty years.

Investments

Investments are reported at their fair values in the statements of financial position. Unrealized gains and losses are included in the change in net assets.

The Organization's investment policy and spending policy for permanently restricted and board designated investments is as follows:

<u>Endowment Policy</u>

- The primary investment objective for endowment funds is to preserve and protect assets by earning a total return appropriate for each account. In doing so, the Organization will consider each accounts time horizon, liquidity needs, risk tolerance, and restrictions.

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Investment Objectives

- The Finance Committee of the Board of Directors has authorized the investment advisor to invest in portfolios of equity securities, fixed income securities, and short-term (cash) investments.
- Within the fixed income portfolio, the majority of assets should be investment grade or better, with below investment grade exposure not to exceed 15%.
- Endowment funds designated for restriction by the Board of Directors will maintain a mix of 20%-40% equity securities, 10%-35% fixed income securities, and 0%-20% short-term investments. Donor restricted funds will maintain a mix of 10%-35% equity securities, 65%-80% fixed income securities, and 0%-20% short-term investments.
- The investment advisor will maintain reasonable diversification at all times. Equity positions of any one company may not exceed 5% of the portfolio, nor shall the portfolio have more than 25% of the entire portfolio in any one sector.
- The Finance Committee will meet with the investment advisor no less than annually to review performance, investment objectives, and asset allocation.

Spending Policy

- The Board of Directors has established an endowment spending policy of appropriating for distribution each year 5% of the endowment fund's average fair market value over the prior 20 quarters.

Income Taxes

The Organization qualifies as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for federal income taxes has been made. The Organization is not classified as a private foundation.

Management evaluated the Organization's tax positions and concluded that the Organization had taken no uncertain tax positions that required adjustment to the financial statements. When necessary, the Organization accounts for interest and penalties related to uncertain tax positions as part of its provision for federal and state income taxes. The Organization does not expect that unrecognized tax benefits arising from tax positions will change significantly within the next 12 months. The Organization is subject to U.S. federal and state examinations by tax authorities for years ended June 30, 2011 through June 30, 2014.

Functional Expenses

The expenses of providing the various programs and other activities have been summarized on a functional basis in the statements of functional expenses. Accordingly, expenses have been allocated among the programs and supporting services benefited. Expenses that can be identified with a specific program and support service are allocated directly. Other expenses that are common to several functions are allocated according to statistical bases.

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONTINUED

Fair Value Measurements

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. In determining fair value, the Organization uses various methods, including market, income and cost approaches. Based on these approaches, the Organization often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The Organization utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the Organization is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

- Level 1 – Quoted prices for identical assets and liabilities traded in active exchange markets, such as the New York Stock Exchange.

- Level 2 – Observable inputs other than Level 1, including quoted prices for similar assets or liabilities, quoted prices in less active markets, or other observable inputs that can be corroborated by observable market data.

- Level 3 – Unobservable inputs supported by little or no market activity for financial instruments whose value is determined using pricing models, discounted cash flow methodologies, or similar techniques, as well as instruments for which the determination of fair value requires significant management judgment or estimation.

In determining the appropriate levels, the Organization performs a detailed analysis of the assets and liabilities. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs are classified as Level 3.

For the years ended June 30, 2014 and 2013, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following is a description of the valuation methodologies used for instruments measured at fair value:

Investment Securities

The fair value of investment securities is the market value based on quoted market prices, when available, or market prices provided by recognized broker dealers. If listed prices or quotes are not available, fair value is based upon externally developed models that use unobservable inputs due to the limited market activity of the instrument (see note 19).

NOTE 2 – CASH AND CASH EQUIVALENTS

The Organization maintains cash balances at two local financial institutions. These accounts are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. The Organization has established a policy where excess cash is transferred between accounts at separate financial institutions to maintain balances within FDIC insured limits.

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 3 – GRANTS RECEIVABLE

Grants receivable as presented on the statements of financial position represent payment due on grants from state and federal agencies and other organizations and are considered fully collectible by management as of June 30, 2014 and 2013.

NOTE 4 – ACCOUNTS RECEIVABLE

The composition of accounts receivable at June 30 was as follows:

	2014	2013
Medicaid	$ 80,870	$ 44,717
Medicare	26,615	26,174
Private insurance	51,126	37,850
Patients	65,062	70,978
Other	3,377	4,130
	227,060	183,849
Less allowance for doubtful accounts	(51,984)	(52,289)
	$175,066	$131,560

NOTE 5 – PLEDGES RECEIVABLE

Pledges receivable, net of allowance for uncollectible pledges, are summarized as follows at June 30:

	2014	2013
Unrestricted bequest	$350,000	
Unrestricted pledges	259,990	$338,248
Endowment pledges	-	500
	609,990	338,748
Less allowance for uncollectible promises to give	(2,000)	(2,000)
	$607,990	$336,748
Amounts due in:		
Less than one year	$239,990	$338,748
One to five years	370,000	-
	$609,990	$338,748

The discount rate was not material and, therefore, not applied in 2014 or 2013.

NOTE 6 – OTHER RECEIVABLES

The Organization renders services to individuals who are beneficiaries of the Federal Medicare and Medicaid programs. Charges for services to beneficiaries of these programs were billed to the Medicare and Medicaid intermediary. Settlements for differences between the interim rates paid by Medicare and the Organization's actual cost for rendering care are based on annual cost report filings. The estimated amounts due to or from Medicare are reflected in the accompanying financial statements as other receivables and are recorded as an increase or decrease to patient service revenue in the year the related care is rendered. Any adjustments to the estimates are recorded as adjustments to patient service revenue in the year of final determination. For years prior to July 1, 2011, the Organization was also required to file Medicaid cost reports. All outstanding Medicaid cost settlements are final.

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 7 – PROPERTY AND EQUIPMENT

The following summarizes property and equipment at June 30:

	2014	2013
Equipment	$722,325	$615,461
Furniture and fixtures	44,178	44,178
Leasehold improvements	179,031	179,031
	945,534	838,670
Less: accumulated depreciation	(662,684)	(590,678)
	$282,850	$247,992

NOTE 8 – INVESTMENTS – ENDOWMENT

The Organization's Board of Directors has interpreted state law as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent donor stipulations to the contrary. Accordingly, the Organization classifies as permanently restricted net assets (a) the original value of the 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. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization.

Investments are reported at their fair value and consist of the following at June 30:

	2014	2013
Money Market Funds	$ 151,671	
Mutual funds - other	1,385,344	$1,392,530
	$1,537,015	$1,392,530

Endowment net assets by type of fund are as follows:

June 30, 2014	Unrestricted	Temporarily Restricted	Permanently Restricted	Totals
Donor restricted endowment funds		$336,494	$1,200,521	$1,537,015
June 30, 2013				
Donor restricted endowment funds		$192,509	$1,200,021	$1,392,530

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 8 – INVESTMENTS - ENDOWMENT – CONTINUED

Changes in endowment net assets for the year ended June 30, 2014 are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Totals
Beginning of year		$ 192,509	$1,200,021	$1,392,530
Investment return:				
Additions			500	500
Investment income		26,990		26,990
Net gains		176,668		176,668
Release of funds		(59,673)	-	(59,673)
Totals		$336,494	$1,200,521	$1,537,015

Changes in endowment net assets for the year ended June 30, 2013 are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Totals
Beginning of year		$ 67,427	$1,200,021	$1,267,448
Investment return:				
Additions		1,000		1,000
Investment income		42,953		42,953
Net gains		135,824		135,824
Release of funds		(54,695)	-	(54,695)
Totals		$192,509	$1,200,021	$1,392,530

NOTE 9 – AMOUNT DUE – FISCAL AGENT

The Organization acts as fiscal agent for fundraisers supporting the Billy Cheverie Memorial Scholarship Fund. During the year ended June 30, 2013, the Organization had received $6,000 from event proceeds and had paid $9,000 in scholarships, donations, and other administrative expenses. There was no activity during the year ended June 30, 2014. The remaining $195 as of June 30, 2014 and 2013, respectively, is included in the statements of financial position as a current asset (cash, fiscal agent) and current liability (amount due, fiscal agent).

NOTE 10 – LINE OF CREDIT

The Organization has a $250,000 commercial line of credit with TD Bank. The interest rate is variable at the Wall Street Journal prime rate (3.25% at June 30, 2014 and 2013, respectively) until May 23, 2015. The line is secured by all business assets of the Organization excluding the permanently restricted funds. Balance due on the line at June 30, 2014 was $243,849.

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 11 – CLIENT SERVICE REVENUE

The Organization recognizes patient service revenue associated with services provided to patients who have third-party payor coverage on the basis of contractual rates for the services rendered. It recognizes significant amounts of patient service revenue at the time services are rendered even though it does not assess the patient's ability to pay. For uninsured patients who do not qualify for charity care, the Organization recognizes revenue on the basis of its standard rates for services provided. On the basis of historical experience, a significant portion of the Organization's uninsured patients will be unable or unwilling to pay for the services provided. Accordingly, the Organization records a significant provision for bad debts related to uninsured patients in the period the services are provided.

Patient service revenue, net of contractual allowances and discounts, recognized in the period from these major payor sources, is as follows:

	2014	2013
Gross patient service charges	$3,320,218	$3,135,768
Contractual adjustments	(218,033)	(205,230)
Charity care	(1,478,714)	(1,353,185)
Patient service revenue	$1,623,471	$1,577,353

The Organization accepts patients regardless of their ability to pay. A patient is classified as a charity patient by reference to certain established policies, which define charity services as those services for which no payment is anticipated. In assessing a patient's eligibility for charity care, the Organization uses federally established poverty guidelines. The Organization is required to provide a full discount to patients with annual incomes at or below 100% of the poverty guidelines. For those patients with income between 100% and 200% of poverty guidelines, fees must be charged in accordance with a sliding scale discount policy based on family size and income. No discounts may be provided to patients with incomes over 200% of federal poverty guidelines.

Charity care is measured based on services provided at established rates but is not included in patient service revenue. Costs and expenses incurred in providing these services are included in operating expenses. The Organization determines the costs associated with providing charity care by calculating a ratio of costs to gross charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. Under this methodology, the estimated costs of caring for charity care patients for the years ended June 30, 2014 and 2013 were approximately $1,971,000 and $1,830,000, respectively. Charges for services rendered to individuals from whom payment is expected and ultimately not received are charged off to provision for bad debt.

NOTE 12 – TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consisted of the following at June 30:

	2014	2013
Unrestricted pledges receivable	$607,990	$337,248
Endowment gains	336,494	192,509
Dental and homeless programs	24,038	29,598
Mobile medical clinic	234,118	
Other	74,262	23,721
	$1,276,902	$583,076

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 13 – PERMANENTLY RESTRICTED NET ASSETS

During the year ended June 30, 1999, the Organization established a permanently restricted endowment fund as a result of a donor changing their intent on a previous contribution.

During the year ended June 30, 2004, the Organization received a challenge contribution from a donor. The donor stipulated that the funds were to be added to the Organization's permanently restricted endowment fund and that the annual interest earned was available for current operations. In conjunction with receipt of this contribution, the Organization conducted a capital campaign. Donors were advised that contributions received would be added to the endowment fund and that 100% of the annual income would be available for current operations.

NOTE 14 – DONATED SERVICES

The Organization received various donated supplies and services during the years ended June 30, 2014 and 2013. Donated supplies and services are recorded at their estimated fair values on the date of receipt. In-kind contributions are included in contributions in the statements of activities and in-kind expenses are included in the corresponding functional expense line in the statements of functional expenses. Donated supplies and services consisted of the following for the years ended June 30:

	2014	2013
Professional physician and dental services	$ 59,256	$ 56,313
Medical supplies and vaccines	106,969	136,320
Volunteer services	99,169	92,407
	$265,394	$285,040

NOTE 15 – LEASES

The Organization rents space for all its programs under terms of a three year lease. Monthly rent was $10,009 for the first four months of the current year; the monthly rent increased to $10,471 for the remainder of the current year, and rent paid was $123,806 and $117,802 for the years ended June 30, 2014 and 2013, respectively. The current lease term expires on October 31, 2015. Lease expense includes a charge per square foot for utilities and housekeeping services.

The Organization leases office equipment under terms of noncancellable operating leases expiring at various times. Lease expenses, included in office expense, were $14,203 and $11,762 during the years ended June 30, 2014 and 2013, respectively.

Minimum lease payments under terms of the current leases are as follows as of June 30:

2015	$43,980
2016	2,342
2017	2,342
2018	2,342
2019	1,756
	$52,762

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 16 – PENSION PLAN

The Organization sponsors a defined contribution 401(k) plan for all eligible employees. Employer discretionary contributions are funded at a percentage of eligible employees' salaries. The Organization did not incur expenses under the plan for the years ended June 30, 2014 and 2013.

NOTE 17 – FUNCTIONAL EXPENSES

The Organization's principle programs are as follows:

Primary Care Program

The purpose of this program is to provide comprehensive medical care to families of the community on a sliding fee scale basis. Services provided include well and sick child care, immunizations, adult care, laboratory testing, social services and counseling, substance abuse counseling and smoking cessation programs.

This program provides access to comprehensive prenatal care. Pregnant women who live at 185% of poverty level or below, and all teens, who reside in the community are eligible to participate in this program. Some of the services provided are medical care, laboratory testing, infant delivery, social services and counseling, nutritional counseling, childbirth, breastfeeding and parenting education, substance abuse counseling and smoking cessation programs.

This program also includes a medication assistance program, which provides uninsured and under-insured patients with vouchers to obtain low cost short-term prescriptions and helps the patients enroll for assistance from pharmaceutical companies to obtain long-term medication for chronic conditions.

Dental Program

This program provides access to comprehensive dental health services to families of the community on a sliding scale basis. Services include oral health screening, preventative and restorative care.

Homeless Program

This program provides a healthcare access point that includes medical and dental care for individuals and families experiencing or on the verge of homelessness in a two county area of New Hampshire. A mobile healthcare team provides outreach and health services to individuals and families unable to receive these services in a more traditional health care setting.

Family Support Programs

These programs were designed to strengthen and support families. Families, who reside in Rockingham County, or Eliot, York and Kittery, Maine, regardless of income, are eligible to participate in these programs. Services provided include volunteer parent aide program, drop-in family support center, parenting classes, mothers' support groups, fathers' support programs, parent/toddler playgroups, children's activity groups, and a monthly newsletter to provide information about available resources for families.

Family Resource and Support (DCYF)

The Family Resource and Support Program provides home based family support services and child care coordination and payment.

Notes to Financial Statements

June 30, 2014 and 2013

NOTE 18 – RISKS AND UNCERTAINITIES

The Organization invests in various investment securities and money market funds. Due to the level of risk associated with investments, it is reasonably possible that changes in the value of investments will occur in the near term and that such changes could materially affect the amount reported in the statements of financial position.

NOTE 19 – FAIR VALUE MEASUREMENT

Fair values of assets measured on a recurring basis at June 30, 2014 are as follows:

		Fair Value Measurements at Reporting Date Using		
	Fair Value	**(Level 1)**	**(Level 2)**	**(Level 3)**
Money Market Funds	$ 152,451	$ 152,451		
Bond Funds	419,574	419,574		
Equity Funds	965,770	965,770		
Totals	$1,537,795	$1,537,795		

Fair values of assets measured on a recurring basis at June 30, 2013 are as follows:

		Fair Value Measurements at Reporting Date Using		
	Fair Value	(Level 1)	(Level 2)	(Level 3)
Problend Conservative Term Series Fund	$ 200,963	$156,107	$ 44,856	
Problend Maximum Term Series Fund	474,600	354,724	119,876	
Problend Extended Term Series Fund	783,327	374,210	409,117	
Totals	$1,458,890	$885,041	$573,849	

NOTE 20 – COMMITMENT LIABILITY

A contract to purchase a vehicle has been signed totaling approximately $270,000 for a mobile medical clinic. The remaining commitment at June 30, 2014 was approximately $160,000.

NOTE 21 – EVALUATION OF SUBSEQUENT EVENTS

Management has evaluated subsequent events through December 9, 2014, the date the financial statements were available to be issued.

GREATER SEACOAST COMMUNITY HEALTH
Board of Directors 2018

Name/Address	Occupation
Chair Valerie Goodwin	Business
Vice Chair Barbara Henry	Retired Newspaper Publisher
Board Treasurer Mike Burke	CPA
Board Secretary Jennifer Glidden	DHHS Admin. Supervisor
Abigail Sykas Karoutas	Attorney
Karin Barndollar	Export Manager
Mark Boulanger	CPA
Don Chick	Photographer
Whitney Galeucia	
Lisa Hall	Retired Accountant
Jo Jordon	Emergency Management

Greater Seacoast Community Health Board of Directors

Rev. 1/2018

Name/Address	Occupation
Josephine (Jo) Lamprey	Retired Small business Owner
Mathurin Malby, MD	Physician
Allison Neal	Education Consultant
Thomas Newbold	Retired Project Management
John Pelletier	Retired Truck Driver/Veteran
Yulia Rothenberg	Education Consultant
Linda Sanborn	CPA
Kathy Scheu	Medical/Laboratory Product Sales
Mary Schleyer	Private Foundation Manager
Jeffrey Segil, MD	Physician-OB/GYN
David B. Staples, DDS	Dentist

Name/Address	Occupation
Peter Whitman	Real Estate Development

Please note: Effective January 1, 2018, Goodwin Community Health and Families First Health and Support Center merged. The Board of Directors for the merged entity, Greater Seacoast Community Health, was appointed in January 2018. More than half of Board members are either Families First or Goodwin patients.

JANET MARIE LAATSCH

Professional Health Care Administrator with years of leadership experience in operations, finance and development.

SUMMARY OF SKILLS

*Budget Development and Management * Financial projections * Grant Writing * Development*
*Strategic Planning * Relationship Building * Patient Satisfaction*
*Quality Improvement * Provider Recruitment and Retention*

PROFESSIONAL EXPERIENCE

Goodwin Community Health, Somersworth, NH –An Innovative Federally Qualified Health Center with an integrated health care model quoted by the Commissioner as the 'model of the future' for NH.

Chief Executive Officer — 2005-Present

- Created an innovative, affordable health care program for small-medium businesses
- Created strategic partnerships and collaborative programs with other health care organizations
- Advanced the Health Center by receiving $5.8M in grant funding for a new building
- Merged three locations into one, reduced costs and improved access
- Secured over $25M in grant funding since 2001
- Initiated and integrated behavioral and primary care
- Realized revenue growth through increased collections
- Performed ongoing Board development
- Acquired a for-profit mental health practice
- Successful recruitment and retention of providers
- Submitted and awarded NCQA Medical Home, Level III Certification
- Demonstrated improvements in patient outcomes and satisfaction

CEO Great Bay Mental Health Associates — 2012-Present

- Recruited seven new therapist/prescribers
- Recognized a surplus for the first time in 12 months

Finance Director — 2003-2005

- Awarded Federally Qualified Health Center grant in 2004-$750,000 in perpetuity
- Additional grant award for $150,000 to expand into behavioral health
- Obtained $450,000 in grants to initiate the oral health program
- Ended each year with a surplus
- Successful integration of oral health and primary care

Fund Development — 2001-2003

- 80% success rate for grants
- Successful annual appeals

Grant Writing Services, — 1999-2001
N. Hampton, NH
Sole Proprietor

- Successfully wrote and received grants for health care organizations and education
- Development of a business plan for a local specialist practice.

North Shore Medical Center (Partners Health Care) 1998-1999
Salem, MA
Consultant for North Shore Community Health Center

- Hired for a year to improve cash flow and operations
- Successfully ended up with a surplus
- Recruitment of a Medical Director, and other providers
- Successful obtained state and federal funding to support the Health Center

Director of Nursing for ambulatory and emergency care 1993-1998

- Co-Chair of the Nursing Quality Improvement Committee
- Increased revenue per visit in the emergency room
- Successfully prepared new clinics for licensure and accreditation
- Community Benefit liaïson for the hospital
- Co-Chair of the Community Health Network for the North Shore Hospital
- Obtained several awards from Partners Health Care for Community Leadership

Manager of Intermediate Cardiac Care and Telemetry Unit 1991-1993

- Reduction in length of stay by 1.5 days
- Development of a new 24 hour observation unit for patients with chest pain
- Increased skill level of nursing staff to reduce cardiac care length of stay
- Implementation of new patient care models to reduce the cost of care

Registered Nurse- Various positions as a RN including ICU, ER, Boston Visiting Nurse Assoc. 1981-1991

EDUCATION:

University of New Hampshire: M.B.A. Graduated
Durham, N.H. Concentration in Finance 1991

Northern Michigan University: B.S.N.
Marquetre, M.I. Minor in Biology 1981

VOLUNTEER ACTIVITIES:
Rochester NH Rotary Member and Past President
Board member Community Health Access Network
Board member for Bi-State Primary Care Association
Past United Way of the Greater Seacoast Board Member

LICENSES:
N.H. Real Estate Broker
N.H. Nursing License

INTERESTS/PERSONAL:
Running, hiking, reading, leadership development

Erin E. Ross

Objective

Obtain a position in Health Care, which will continue to build knowledge and skills from both education and experiences gained.

Qualifications

Mature, energetic individual possessing management experience, organizational skills, multi-tasking abilities, good work initiative and communicates well with internal and external contacts. Proficient in computer skills.

Education

September 1998 – May 2002 **Bachelor of Science in Health Management & Policy**
University of New Hampshire
Durham, New Hampshire 03824

Related Experience

July 2011 – Present **Chief Financial Officer**
Goodwin Community Health

- Responsible for financial oversight of center to include supervision of accountant, bookkeeper, billing department and all clinical administrative staff.
- Assist Executive Director in budgeting process each fiscal year for center.
- Generate and assist with financial aspects of all center grants received.
- Complete on an as needed basis finance analysis's of various agency programs.
- Participate in agency fiscal audit at the end of each fiscal year.
- Member of Board of Directors level Finance Committee

August 2006 – June 2011 **Service Expansion Director**
Avis Goodwin Community Health Center

- Responsible for the overall function of the Winter St location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Assist with the integration of private OB/GYN practice into Avis Goodwin Community Health Center.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.

January 2005 – August 2006 **Site Manager, Dover Location & Front Office Manager**
Avis Goodwin Community Health Center

- Responsible for the overall function of the Dover location of Avis Goodwin Community Health Center.
- Maintain all clinical equipment and order all necessary supplies.
- Assist with the continued integration of dental services and now mental health services to existing primary care services.
- Coordinate the scheduling of all clinical and administrative staff in the office.
- Organize patient outcome data collection and quality improvement measures to monitor multiple aspects and assure sustainability for Avis Goodwin Community Health Center.
- Supervise, hire and evaluate front office staff of both Avis Goodwin Community Health Center locations.
- Develop and implement policies and procedures for the smooth functioning of the front office.

May 2004 – January 2010 **Dental Coordinator**
Avis Goodwin Community Health Center

- Supervise, hire and evaluate dental staff, including Dental Assistant and Hygienists.
- Acted as general contractor during construction and renovation of existing facility for 4 dental exam rooms.
- Responsible for the operations of the dental center, development of educational programs for providers and staff and supervision of the school-based dental program.
- Developed policy and procedure manual, including OSHA and Infection Control protocols.
- Organize patient outcome data collection and quality improvement measures to monitor dental program and assure sustainability.
- Maintain all dental equipment and order all dental supplies.
- Coordinate grant fund requirements to multiple agencies on a quarterly basis.

- Oversee all aspects of billing for dental services, including training existing billing department staff.

July 2003 – May 2004 **Administrative Assistant to Medical Director**
Avis Goodwin Community Health Center

- Assist with Quality Improvement program by attending all meetings, generating monthly minutes documenting all aspects of the agenda and reporting quarterly data followed by the agency.
- Generate a monthly report reflecting provider productivity including number patients seen by each provider and no show and cancellation rates of appointments.
- Served as a liaison between patients and Chief Financial Officer to effectively handle all patient concerns and compliments.
- Established and re-created various forms and worksheets used by many departments.

December 2002 – May 2004 **Billing Associate**
Avis Goodwin Community Health Center

- Organize and respond to correspondence, rejections and payments from multiple insurance companies.
- Created an Insurance Manual for Front Office Staff and Intake Specialists as an aide to educate patients on their insurance.
- Responsible for credentialing and Re-credentialing of providers, including physicians, nurse practitioners and physician assistants, within the agency and to multiple insurance companies.
- Apply knowledge of computer skills, including Microsoft Office, Logician, PCN and Centricity.
- Designed a statement to generate from an existing Microsoft Access database for patients on payment plans to receive monthly statements.
- Assist Front Office Staff during times of planned and unexpected staffing shortages.

June 2002 - December 2002 **Billing Associate**
Automated Medical Systems
Salem, New Hampshire 03079

- Communicate insurance benefits and explain payments and rejections to patients about their accounts.
- Responsible for organizing and responding to correspondence received for multiple doctor offices.
- Determine effective ways for rejected insurance claims to get paid through communicating with insurance companies and patients.
- Apply knowledge of computer skills, including Microsoft Office, Accuterm and Docstar.

Work Experience

October 1998 – May 2002 **Building Manager**
Memorial Union Building – UNH
Durham, New Hampshire 03824

- Recognized as a Supervisor, May 2001-May 2002.
- Supervised Building Manager and Information Center staff.
- Responsible for managing and documenting department monetary transactions.
- Organized and led employee meetings on a weekly basis.
- Established policies and procedures for smooth functioning of daily events.
- Oversaw daily operations of student union building, including meetings and campus events.
- Served as a liaison between the University of New Hampshire, students, faculty and community.
- Organized and maintained a weekly list of rental properties available for students.
- Developed and administered new ideas for increased customer service efficiency.

References

Available upon request

Susan Stewart Durkin, RN, AE-C

Families First of the Greater Seacoast

Education:

Rivier College--St. Joseph's School of Nursing 9/95—5/97

AD. Nursing: GPA 4.0

College of the Holy Cross 9/87—5/91

B.A. Sociology: GPA 3.2

Certifications:

Registered Nurse 5/97 - Present

Certified Asthma Educator 6/06 - Present

Experience:

Families First Health and Support Center

Clinical Director 1/2015—Present

Provide oversight of clinical operations for health center and healthcare for the homeless program. Oversees quality improvement, reporting and systems management.

Homeless Health Care Project Director 5/2011—1/2015

Provide overall organization, management and delivery of patient care services for the project. Oversees staff and participates on the Management Team.

Homeless Health Care Nurse 9/2005—5/2011

Provide primary nursing care to homeless patients in a mobile health setting.

Quality Improvement Director 6/2001—9/2005

Responsible for all quality assurance and improvement activities for the agency. Participates on the Quality Improvement Committee of the Board of Directors.

Clinical Operations Director 9/1998—6/2001

Provide oversight of clinical operations for community health center. Responsible for development and implementation of quality assurance plan. Assist in the development of grant proposals and assure health center compliance with requirements. Responsible for clinical staffing and supervision.

Wentworth-Douglas Hospital--Dunaway North/Pediatrics 6/97--4/99

Staff Nurse/Charge Nurse/Per Diem Nurse

Provided primary nursing care to pediatric, adolescent, and adult patients. Performed or assisted in outpatient procedures. Assumed Charge Nurse responsibilities as of 11/97.

Developmental Services of Strafford County 3/98--9/98

Infant —Toddler Program Nurse

Perform developmental assessments. Provide staff and families with education and consultation regarding medical issues. Provide developmental stimulation to children within a transdisciplinary model.

Partners in Health Project 9/94--3/98

Family Support Coordinator

Provided resource coordination, education, advocacy, and support to families of children with chronic illnesses. Coordinated activities of leadership council. Prepared and held community presentations. Organized community initiatives. Directed program development.

United Cerebral Palsy of Washington and Northern Virginia 12/92--8/94 *Coordinator of Family Support Services*
Provided the overall coordination and supervision of the Family Support Department, including seven separate programs. Directed quality assurance activities. Developed training curriculum and public education materials. Coordinated three-year research project. Maintained services within budgetary limits. Initiated and directed department expansion.

Center for Family and Youth--Project STRIVE 11/91--12/92
Family Social Worker
Provided in-home family counseling, client advocacy, and case management services to families. Conducted intake & diagnostic assessments. Designed individual treatment plans.

Patricia Finnegan

PROFILE

- Knowledgeable case manager, researcher and investigator with 15 years of experience, who works well independently or as a team member.
- Effective communicator, who is able to interact with, interview and educate people from all walks of life.
- Proficient writer with strong attention to detail, who is able to produce detailed reports that summarize complex information into an easily comprehensible format.
- Now seeking to contribute my experience, skills and expertise to a position that involves client interaction and provides an opportunity to resolve problems and promote client satisfaction.

EXPERIENCE

Care Coordinator, Families First Health and Support Center, - May 2015 to present

- Participate in the development, implementation and evaluation of patients' health care plans.
- Assure that appropriate social services are provided to meet the needs of patients.
- Provide direct services to patients and/or their families and/or refer them to other Families First programs or community resources.

Care Coordinator, Goodwill Industries of Northern New England, - January 2015 to May 2015

- Care Coordinator for the MS Society HomeLINKS program, which assists persons with multiple sclerosis in finding and applying for resources that will enhance the quality of their life.

Adult Protective Social Worker III, NH Health & Human Services/Bureau of Elderly & Adult Services, Rochester, NH ---- August 1998 - April 2014

- Responsible for receiving and recording reports of adult abuse including assessing for the investigation of abuse, exploitation or criminal neglect.
- Conducted interviews and gathered data relating to allegations.
- As a case manager, assisted clients in resolving problems, obtaining and monitoring in-home services as well as completing paperwork and applications for housing, social security benefits, state Medicaid and food stamps.
- Successfully managed an ongoing case load that varied from 40 to 45 clients.
- Established and maintained effective working relationships with representatives of other social agencies, institution officials, the public and my clients.
- Effective team player with exceptional communication and interpersonal skills.

Real Estate Appraiser, Various companies in New Hampshire — 1984 - 1998

- Responsible for establishing the Fair Market Value of both Commercial and Residential properties.
- Completed physical inspection of the properties, reviewed and analyzed comparable sales to determine market value and completed income analysis of multi-family properties to determine market rents.
- Summarized and supported information in a written report that was provided to lending institutions for the purpose of mortgage loans.

EDUCATION

Notre Dame College, Manchester, NH — BA in Behavioral Science, 1984

SKILLS

Skilled at interviewing, researching, summarizing information concisely and presenting it verbally or in written format, problem solving, case management and customer relations. I am able to interact with people from all fields of life. I thrive on being able to bring order to chaos.

Greater Seacoast Community Health

Key Personnel 7/1/2019 to 3/31/2020

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Janet Laatsch	Chief Executive Officer	$213,574	0%	$0
Erin Ross	Chief Financial Officer	$146,973	0%	$0
Susan Durkin	Clinical Director	$87,298	0%	$0

FORM NUMBER P-37 (version 5/8/15)

Subject: Primary Care Services for the Homeless (RFP-2018-DPHS-13-PRIMA)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Harbor Homes, Inc.		1.4 Contractor Address 77 Northeastern Blvd Nashua, NH 03062	
1.5 Contractor Phone Number 603-882-3616	1.6 Account Number 05-95-90-902010-5190-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $150,848
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature [signature]		1.12 Name and Title of Contractor Signatory Peter Kelleher President & CEO	
1.13 Acknowledgement: State of NH, County of Hillsborough. On 5/16/2018, 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] [Seal]		WILLIAM C. MARTIN Justice of the Peace - New Hampshire My Commission Expires November 4, 2020	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature [signature] Date: 5/24/18		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: [signature] Megan A. Yaple - Attorney		On: 6/5/18	
1.18 Approval by the Governor and Executive Council *(if applicable)* By:		On:	

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials PK
Date 5/16/18

Scope of Services

1. Provisions Applicable to All Services

1.1. The Vendor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Vendor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Vendor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Vendor shall maximize billing to private and commercial insurances, Medicare and Medicaid for all reimbursable services rendered. The Department shall be the payor of last resort.

1.5. The Vendor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Scope of Services

2.1. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals who are considered homeless, of all ages, statewide, who are:

2.1.1. Uninsured;

2.1.2. Underinsured;

2.1.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines;

2.1.4. Lacking housing, including an individual whose primary residence during the night is a supervised public or private facility (e.g., shelters) that provides temporary living accommodations;

2.1.5. In transitional housing;

2.1.6. Unable to maintain their housing situation;

2.1.7. Forced to stay with a series of friends and/or extended family members, hence are considered homeless;

2.1.8. To be released from a prison or a hospital and do not have a stable housing situation to which they can return, especially if they were considered to be homeless prior to incarceration or hospitalization.

2.2. The Vendor shall use flexible hours and minimal use of appointment systems to provide primary care and enabling services to homeless individuals and families through the use of permanent office based locations and/or mobile or temporary delivery locations.

2.3. The Vendor shall continue to provide primary care and enable services to individuals, for a minimum of three hundred and sixty-four (364) calendar days following the individual's placement in permanent housing.

2.4. The Vendor shall provide Screening, Brief Intervention and Referrals to all individuals receiving care under this agreement.

2.5. The Vendor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

2.6. The Vendor shall ensure primary care services include, but are not limited to:

2.6.1. Reproductive health services.

2.6.2. Behavioral health services.

2.6.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

2.6.4. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

2.6.5. Assessment of need and follow-up/referral as indicated for:

2.6.5.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

2.6.5.2. Social services.

2.6.5.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

2.6.5.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

2.6.5.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

2.6.5.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

2.7. The Vendor shall provide care management for individuals enrolled for primary care services, which includes, but is not limited to:

2.7.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

2.7.2. Direct access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

2.7.3. Care facilitated by registries; information technology; health information exchanged.

2.7.4. An integrated model of primary care, which includes, but is not limited to:

2.7.4.1. Behavioral health;

2.7.4.2. Oral health;

2.7.4.3. Use of navigators and case management; and

2.7.4.4. Co-location of services and system-level integration of care.

2.8. The Vendor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

2.8.1. Case Management.

2.8.2. Benefit counseling.

2.8.3. Health insurance eligibility and enrollment assistance.

2.8.4. Health education and supportive counseling.

2.8.5. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

2.8.6. Outreach, which may include the use of community health workers.

2.8.7. Transportation.

2.8.8. Education of patients and the community regarding the availability and appropriate use of health services.

2.8.9. The Vendor will submit at least one annual Workplan that includes a detailed description of the enabling services funded by this contract. This shall be developed and submitted according to the schedule and instructions provided by MCHS. The vendor will be notified at

least thirty (30) days in advance of any changes in the submission schedule.

2.9. Eligibility Determination Services

2.9.1. The Vendor shall notify the Department, in writing, if access to Primary Care or SBIRT Services for new patients are limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.9.2. The Vendor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.9.3. The Vendor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.9.4. The Vendor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Vendor shall;

2.9.4.1. Make the sliding fee scale available to the Department upon request; and

2.9.4.2. Update the sliding fee scale on an annual basis, when new Federal Poverty Guidelines are released; and

2.9.4.3. Provide updated sliding fee scales to the Department for review and approval prior to implementation.

2.10. Coordination of Services

2.10.1. The Vendor shall coordinate with other service providers, within the community, whenever possible, including, but not limited to collaboration with interagency referrals and to deliver coordination of care.

2.10.2. The Vendor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

2.10.2.1. Community needs assessments;

2.10.2.2. Public health performance assessments; and

2.10.2.3. Regional health improvement plans under development.

2.10.3. The Vendor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

3. Staffing

3.1. The Vendor shall ensure all health and allied health professions have the

appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

3.2. The Vendor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

3.3. The Vendor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

3.4. The Vendor shall notify the MCHS, in writing, when:

3.4.1. Any critical position is vacant for more than thirty (30) days;

3.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4. Reporting/Deliverables

4.1. Required Meetings & Trainings

4.1.1. The Vendor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

4.1.1.1. MCHS Agency Directors' meetings;

4.1.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

4.1.1.3. MCHS Agency Medical Services Directors' meetings.

4.2. Workplans, Outcome Reports & Additional Reporting Requirements

4.2.1. The Vendor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

4.2.2. The Vendor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

4.2.3. The Vendor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

4.2.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

4.2.3.2. Staff list, defining;

4.2.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

4.2.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

4.2.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Vendor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

4.2.5. In addition to the reporting defined within Exhibit A-2, "Report Timing Requirements", the Vendor must maintain documentation for each individual receiving services described in this contract, that includes, but is not limited to;

4.2.5.1. Family income;

4.2.5.2. Family size; and

4.2.5.3. Income in relation to the Federal Poverty Guidelines.

4.3. On-Site Reviews

4.3.1. The Vendor shall permit a team or person authorized by the Department to periodically review the Vendor's:

4.3.1.1. Systems of governance.

4.3.1.2. Administration.

4.3.1.3. Data collection and submission.

4.3.1.4. Clinical and financial management.

4.3.1.5. Delivery of education services.

4.3.1.6. Delivery of Primary Care Services within the Specific County of service

4.3.2. The Vendor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Vendor shall ensure information includes, but is not limited to:

4.3.2.1. Client records.

4.3.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

4.3.3. The Vendor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

4.4. Quality Improvement

4.4.1. The Vendor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of

targeted patient groups.

4.4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Patient Safety: Falls Screening SFY 2018 – 2019)

4.4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.4.2. The Vendor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.4.2.1. Specific goals and objectives for the project period; and

4.4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.4.3. The Vendor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4.4. The Vendor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.4.1. EMR prompts/alerts.

4.4.4.2. Protocols/Guidelines.

4.4.4.3. Diagnostic support.

4.4.4.4. Patient registries.

4.4.4.5. Collaborative learning sessions.

5. Performance Measures

5.1. The Vendor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

5.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 “Reporting Metrics”

Exhibit A-1 – Reporting Metrics

1. <u>Definitions</u>

   1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:

      1.1.1. The calendar year, (January 1st through December 31st); or

      1.1.2. The state fiscal year (July 1st through June 30th).

   1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.

   1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set

   1.4. **NQF** – National Quality Forum

   1.5. **Title V** – Federal Maternal and Child Health Services Block Grant

   1.6. **UDS** – Uniform Data System

   1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section

2. <u>MCHS PRIMARY CARE FOR THE HOMELESS PERFORMANCE MEASURES</u>

   2.1. **Preventive Health: Depression Screening**

      2.1.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool <u>AND</u> if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).

         2.1.1.1. <u>Numerator:</u> Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **<u>AND</u>** if positive, a follow-up plan documented.

         2.1.1.2. <u>Numerator Note:</u> Numerator equals screened negative PLUS screened positive who have documented follow-up plan.

         2.1.1.3. <u>Denominator:</u> All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.

         2.1.1.4. <u>Denominator Exception:</u> Depression screening not performed due to medical contraindicated or patient refusal.

         2.1.1.5. <u>Definition of Follow-Up Plan:</u> Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is

Contractor Initials: PK
Date: 5/16/18

qualified to diagnose and treat depression, and/or notification of primary care provider.

2.2. **Preventive Health: Obesity Screening**

2.2.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.2.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

2.2.1.2. Age 18 through 64 BMI ≥ 18.5 and < 25

2.2.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.2.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.2.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.3. **Preventive Health: Tobacco Screening**

2.3.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.3.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

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2.3.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.3.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.3.1.4. Definitions:

2.3.1.4.1. Tobacco Use: Includes any type of tobacco.

2.3.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.4. **At Risk Population: Hypertension**

2.4.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.4.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.4.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.5. **Patient Safety: Falls Screening**

2.5.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.5.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.5.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.6. **SBIRT**

2.6.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

Exhibit A-1 – Reporting Metrics

2.6.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.6.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.6.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.6.1.4. Definitions:

2.6.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.6.1.4.2. Brief Intervention: Includes guidance or counseling.

2.6.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

Contractor Initials: PK

Date: 5/16/18

Exhibit A-2 – Report Timing Requirements

1.1. **Primary Care Services for the Homeless Reporting Requirements**

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2. **Annual Reports**

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.3. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.4. Staff list, defining;

1.2.1.1.5. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.6. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2.1.2. July 31st;

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year;

Contractor Initials: PK
Date: 5/16/18

Exhibit A-2 – Report Timing Requirements

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1. Primary Care Services Measure Data Trend Table (DTT), due on;

1.3.1.1. July 31, 2018 (measurement period July 1 – June 30) and;

1.3.1.2. January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF), for the entire population served by the Contractor;

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

      4.2.2. Onsite reviews may be required.

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

      Financial Administrator

      Department of Health and Human Services

      Division of Public Health

      29 Hazen Dr.

      Concord, NH 03301

Exhibit B

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Harbor Homes, Inc.

Budget Request for: 2016-DPHS-13-PRIMA

Budget Period: SFY 2018 April 1, 2018 to June 30, 2018

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 3,103,461.00	$ -	$ 3,103,461.00	$ 3,091,141.00	$ -	$ 3,091,141.00	$ 12,320.00	$ -	$ 12,320.00
2. Employee Benefits	$ 651,727.00	$ -	$ 651,727.00	$ 649,140.00	$ -	$ 649,140.00	$ 2,587.00	$ -	$ 2,587.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 96,000.00	$ -	$ 96,000.00	$ 96,000.00	$ -	$ 96,000.00	$ -	$ -	$ -
Office	$ 3,600.00	$ -	$ 3,600.00	$ 3,600.00	$ -	$ 3,600.00	$ -	$ -	$ -
6. Travel	$ 25,036.00	$ -	$ 25,036.00	$ 25,036.00	$ -	$ 25,036.00	$ -	$ -	$ -
7. Occupancy	$ 293,443.00	$ -	$ 293,443.00	$ 293,443.00	$ -	$ 293,443.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 30,000.00	$ -	$ 30,000.00	$ 30,000.00	$ -	$ 30,000.00	$ -	$ -	$ -
Postage	$ 6,000.00	$ -	$ 6,000.00	$ 6,000.00	$ -	$ 6,000.00	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 38,400.00	$ -	$ 38,400.00	$ 38,400.00	$ -	$ 38,400.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 44,220.00	$ -	$ 44,220.00	$ 44,220.00	$ -	$ 44,220.00	$ -	$ -	$ -
10. Marketing/Communications	$ 9,600.00	$ -	$ 9,600.00	$ 9,600.00	$ -	$ 9,600.00	$ -	$ -	$ -
11. Staff Education and Training	$ 20,400.00	$ -	$ 20,400.00	$ 20,400.00	$ -	$ 20,400.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 141,400.00	$ -	$ 141,400.00	$ 141,400.00	$ -	$ 141,400.00	$ -	$ -	$ -
13. Other (specific details mandatory):	$ 6,000.00	$ -	$ 6,000.00	$ 6,000.00	$ -	$ 6,000.00	$ -	$ -	$ -
Journals/Publications	$ 12,500.00	$ -	$ 12,500.00	$ 12,500.00	$ -	$ 12,500.00	$ -	$ -	$ -
Indirect Expenses	$ -	$ 969,079.00	$ 969,079.00	$ -	$ 965,130.00	$ 965,130.00	$ -	$ 3,949.00	$ 3,949.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 4,481,787.00	$ 969,079.00	$ 5,450,866.00	$ 4,466,880.00	$ 965,130.00	$ 5,432,010.00	$ 14,907.00	$ 3,949.00	$ 18,856.00
Indirect As A Percent of Direct		21.6%							

New Hampshire Department of Health and Human Services

Bidder/Program Name: Harbor Homes, Inc.

Budget Request for: 2018-DPHS-13-PRIMA

Budget Period: SFY 2019 July 1, 2018 to June 30, 2019

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 3,180,637.00	$ -	$ 3,180,637.00	$ 3,130,062.00	$ -	$ 3,130,062.00	$ 50,575.00	$ -	$ 50,575.00
2. Employee Benefits	$ 667,934.00	$ -	$ 667,934.00	$ 657,313.00	$ -	$ 657,313.00	$ 10,621.00	$ -	$ 10,621.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 95,000.00	$ -	$ 95,000.00	$ 95,000.00	$ -	$ 95,000.00	$ -	$ -	$ -
Office	$ 2,400.00	$ -	$ 2,400.00	$ 2,400.00	$ -	$ 2,400.00	$ -	$ -	$ -
6. Travel	$ 15,386.00	$ -	$ 15,386.00	$ 15,386.00	$ -	$ 15,386.00	$ -	$ -	$ -
7. Occupancy	$ 315,154.00	$ -	$ 315,154.00	$ 315,154.00	$ -	$ 315,154.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 30,000.00	$ -	$ 30,000.00	$ 30,000.00	$ -	$ 30,000.00	$ -	$ -	$ -
Postage	$ 6,000.00	$ -	$ 6,000.00	$ 6,000.00	$ -	$ 6,000.00	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 38,400.00	$ -	$ 38,400.00	$ 38,400.00	$ -	$ 38,400.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 44,220.00	$ -	$ 44,220.00	$ 44,220.00	$ -	$ 44,220.00	$ -	$ -	$ -
10. Marketing/Communications	$ 9,600.00	$ -	$ 9,600.00	$ 9,600.00	$ -	$ 9,600.00	$ -	$ -	$ -
11. Staff Education and Training	$ 20,400.00	$ -	$ 20,400.00	$ 20,400.00	$ -	$ 20,400.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 144,000.00	$ -	$ 144,000.00	$ 144,000.00	$ -	$ 144,000.00	$ -	$ -	$ -
13. Other (specific details mandatory):	$ 6,000.00	$ -	$ 6,000.00	$ 6,000.00	$ -	$ 6,000.00	$ -	$ -	$ -
Journals/Publications	$ 12,500.00	$ -	$ 12,500.00	$ 12,500.00	$ -	$ 12,500.00	$ -	$ -	$ -
Indirect Expenses	$ -	$ 894,793.00	$ 894,793.00	$ -	$ 880,565.00	$ 880,565.00	$ -	$ 14,228.00	$ 14,228.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 4,587,631.00	$ 894,793.00	$ 5,482,424.00	$ 4,526,435.00	$ 880,565.00	$ 5,407,000.00	$ 61,196.00	$ 14,228.00	$ 75,424.00
Indirect As A Percent of Direct		19.5%							

Contractor's Initials RK

Date 5/16/18

New Hampshire Department of Health and Human Services

Bidder/Program Name: Harbor Homes, Inc.

Budget Request for: 2018-DPHS-13-PRIMA

Budget Period: SFY 2019 July 1, 2019 to March 31, 2020

	Total Program Cost			Contractor Share / Match				Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total		Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 2,391,598.00	$ -	$ 2,391,598.00	$ 2,353,667.00	$ -	$ 2,353,667.00	$ 1,765,250.00	$ 37,931.00	$ -	$ 37,931.00
2. Employee Benefits	$ 502,236.00	$ -	$ 502,236.00	$ 494,270.00	$ -	$ 494,270.00	$ 370,703.00	$ 7,966.00	$ -	$ 7,966.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ 71,250.00	$ -	$ 71,250.00	$ 71,250.00	$ -	$ 71,250.00	$ 53,438.00	$ -	$ -	$ -
Office	$ 1,800.00	$ -	$ 1,800.00	$ 1,800.00	$ -	$ 1,800.00	$ 1,350.00	$ -	$ -	$ -
6. Travel	$ 11,540.00	$ -	$ 11,540.00	$ 11,540.00	$ -	$ 11,540.00	$ 8,655.00	$ -	$ -	$ -
7. Occupancy	$ 235,389.00	$ -	$ 235,389.00	$ 235,389.00	$ -	$ 235,389.00	$ 176,542.00	$ -	$ -	$ -
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 22,500.00	$ -	$ 22,500.00	$ 22,500.00	$ -	$ 22,500.00	$ 16,875.00	$ -	$ -	$ -
Postage	$ 4,500.00	$ -	$ 4,500.00	$ 4,500.00	$ -	$ 4,500.00	$ 3,375.00	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Insurance	$ 28,800.00	$ -	$ 28,800.00	$ 28,800.00	$ -	$ 28,800.00	$ 21,600.00	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 33,165.00	$ -	$ 33,165.00	$ 33,165.00	$ -	$ 33,165.00	$ 24,874.00	$ -	$ -	$ -
10. Marketing/Communications	$ 7,200.00	$ -	$ 7,200.00	$ 7,200.00	$ -	$ 7,200.00	$ 5,400.00	$ -	$ -	$ -
11. Staff Education and Training	$ 15,300.00	$ -	$ 15,300.00	$ 15,300.00	$ -	$ 15,300.00	$ 11,475.00	$ -	$ -	$ -
12. Subcontracts/Agreements	$ 108,000.00	$ -	$ 108,000.00	$ 108,000.00	$ -	$ 108,000.00	$ 81,000.00	$ -	$ -	$ -
13. Other (specific details mandatory):	$ 4,500.00	$ -	$ 4,500.00	$ 4,500.00	$ -	$ 4,500.00	$ 3,375.00	$ -	$ -	$ -
Journals/Publications	$ 9,375.00	$ -	$ 9,375.00	$ 9,375.00	$ -	$ 9,375.00	$ 7,031.00	$ -	$ -	$ -
Indirect Expenses	$ -	$ 672,818.00	$ 672,818.00	$ -	$ 662,147.00	$ 662,147.00	$ -	$ -	$ 10,671.00	$ 10,671.00
	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -
TOTAL	$ 3,447,153.00	$ 672,818.00	$ 4,119,971.00	$ 3,401,256.00	$ 662,147.00	$ 4,063,403.00		$ 45,897.00	$ 10,671.00	$ 56,568.00
Indirect As A Percent of Direct		19.5%								

Contractor's Initials PK
Date 5/14/18

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   - 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   - 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

5/16/18
Date

Name: Peter Kelleher
Title: President & CEO

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

5/16/18
Date

Name: Peter Kelleher
Title: President & CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials PK
Date 5/16/18

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5/16/18
Date

Name: Peter Kelleher
Title: President & CEO

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors,to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5/16/18
Date

Name: Peter Kelleher
Title: President & CEO

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

5/16/18
Date

Name: Peter Kelleher
Title: President & CEO

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	Harbor Homes, Inc
The State	Name of the Contractor
[signature]	[signature]
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Peter Kelleher
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	President & CEO
Title of Authorized Representative	Title of Authorized Representative
5/24/18	5/16/18
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

5/16/18
Date

Name: Peter Kelleher
Title: President & CEO

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 131864357

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   __X__ NO   ________ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   ________ NO   ________ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

   Name: ____________________ Amount: ____________

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

Contractor Initials PK

Date 5/16/18

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

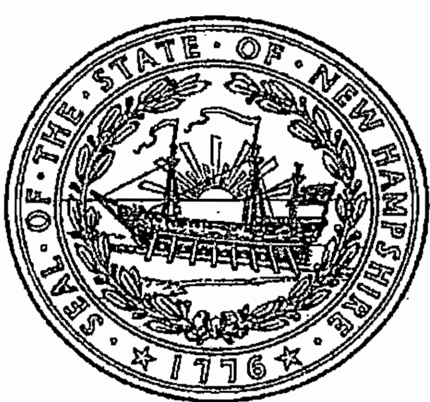
DHHSPrivacy.Officer@dhhs.nh.gov

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 HARBOR HOMES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 15, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **62778**



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 March A.D. 2018.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, David Aponovich, Asst. Treasurer, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Harbor Homes, Inc..
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on May 16, 2018:
(Date)

RESOLVED: That the President & CEO
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 16th day of May, 2018.
(Date Contract Signed)

4. Peter Kelleher is the duly elected President & CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[signature]
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 16th day of May, 2018,

By David Aponovich.
(Name of Elected Officer of the Agency)

[signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

WILLIAM C. MARTIN
Justice of the Peace - New Hampshire
My Commission Expires November 4, 2020

Commission Expires: ____________

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Eaton & Berube Insurance Agency, Inc.
11 Concord Street
Nashua NH 03064

CONTACT NAME: Kimberly Gutekunst
PHONE (A/C, No, Ext): 603-882-2766 | FAX (A/C, No):
E-MAIL ADDRESS: kgutekunst@eatonberube.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance	
INSURER B : Philadelphia Insurance Companies	
INSURER C : Great Falls Insurance Co	
INSURER D : Selective Insurance Group	
INSURER E :	
INSURER F :	

INSURED HARHO
Harbor Homes, Inc
45 High Street
Nashua NH 03060

COVERAGES CERTIFICATE NUMBER: 1808162943 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY	Y		S2288207	7/1/2017	7/1/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
	X Abuse						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
D	AUTOMOBILE LIABILITY			306871	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY; X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	X UMBRELLA LIAB; X OCCUR			306873	7/1/2017	7/1/2018	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB; CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $ 0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCD0936040016	11/26/2017	11/26/2018	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A B D	Professional Liability Management Liability Crime			L1VA966008 PHSD1258460 S2288207	7/1/2017 7/1/2017 7/1/2017	7/1/2018 7/1/2018 7/1/2018	$1,000,000 $1,000,000 $510,000	$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insureds:
Harbor Homes, Inc. - FID# 020351932
Harbor Homes II, Inc.
Harbor Homes III, Inc.
Healthy at Homes, Inc. -FID# 043364080
Milford Regional Counseling Service, Inc. -FID# 222512360
See Attached...

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant St
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Marc R Berube

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AGENCY CUSTOMER ID: HARHO

LOC #:

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Eaton & Berube Insurance Agency, Inc.		Harbor Homes, Inc 45 High Street Nashua NH 03060
POLICY NUMBER		
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Southern New Hampshire HIV/AIDS Task Force -FID# 020447280
Welcoming Light, Inc. -FID# 020481648
HH Ownership, Inc.
Greater Nashua Council on Alcoholism dba Keystone Hall -FID# 222558859

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77 Northeastern Blvd
Nashua, NH 03062
www.harborhomes.org

Phone: 603-882-3616
603-881-8436
Fax: 603-595-7414

A Beacon for the Homeless for Over 30 Years

Mission Statement

To create and provide quality residential and supportive services for persons (and their families) challenged by mental illness and homelessness.

A member of the

Partnership for Successful Living

A collaboration of six affiliated not-for-profit organizations providing southern New Hampshire's most vulnerable community members with access to housing, health care, education, employment and supportive services.
www.nhpartnership.org

Harbor Homes • Healthy at Home • Keystone Hall • Milford Regional Counseling Services
• Southern NH HIV/AIDS Task Force • Welcoming Light

HARBOR HOMES, INC.

Financial Statements

For the Year Ended June 30, 2017

(With Independent Auditors' Report Thereon)

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102 Perimeter Road
Nashua, NH 03063
(603)882-1111
melansonheath.com

Additional Offices:
Andover, MA
Greenfield, MA
Manchester, NH
Ellsworth, ME

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Harbor Homes, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Harbor Homes, Inc. (a non-profit organization), which comprise the statement of financial position as of June 30, 2017, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no

such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Harbor Homes, Inc. as of June 30, 2017, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Harbor Homes, Inc.'s fiscal year 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 2, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 6, 2017 on our consideration of Harbor Homes, 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 Harbor Homes Inc.'s internal control over financial reporting and compliance.

Melanson Heath

November 6, 2017

HARBOR HOMES, INC.

Statement of Financial Position

June 30, 2017

(With Comparative Totals as of June 30, 2016)

ASSETS	2017	2016
Current Assets:		
Cash and cash equivalents	$ 320,236	$ 80,962
Accounts receivable, net	1,223,052	862,339
Patient services receivables, net	691,464	448,468
Due from related organizations	474,240	180,466
Inventory	67,277	-
Other assets	60,249	160,913
Total Current Assets	2,836,518	1,733,148
Noncurrent Assets:		
Property and equipment, net of accumulated depreciation	23,364,133	19,139,795
Restricted cash	428,025	382,783
Investments	331,597	8,890
Due from related organizations	345,355	318,617
Beneficial interest	161,946	143,756
Deferred compensation plan	-	100,591
Total Noncurrent Assets	24,631,056	20,094,432
Total Assets	$ 27,467,574	$ 21,827,580
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts payable	$ 956,353	$ 233,806
Accrued expenses	1,111,291	789,127
Line of credit	966,156	100,100
Other liabilities	5,582	256,659
Current portion of capital leases payable	18,304	47,985
Current portion of mortgages payable	247,589	256,680
Total Current Liabilities	3,305,275	1,684,357
Long Term Liabilities:		
Security deposits	58,096	31,953
Deferred compensation plan	-	107,215
Capital leases payable, net of current portion	-	13,446
Mortgages payable, tax credits	79,280	100,323
Mortgages payable, net of current portion	11,666,646	6,932,311
Mortgages payable, deferred	5,217,096	5,217,096
Total Long Term Liabilities	17,021,118	12,402,344
Total Liabilities	20,326,393	14,086,701
Unrestricted Net Assets	6,812,003	7,593,742
Temporarily Restricted Net Assets	329,178	147,137
Total Net Assets	7,141,181	7,740,879
Total Liabilities and Net Assets	$ 27,467,574	$ 21,827,580

The accompanying notes are an integral part of these financial statements.

HARBOR HOMES, INC.

Statement of Activities

For the Year Ended June 30, 2017

(With Comparative Totals for the Year Ended June 30, 2016)

	Unrestricted Net Assets	Temporarily Restricted Net Assets	2017 Total	2016 Total
Public Support and Revenue:				
Public Support:				
Federal grants	$ 3,520,498	$ -	$ 3,520,498	$ 2,758,968
State and local grants	6,268,872	-	6,268,872	3,824,837
Other grants	217,600	-	217,600	-
Contributions	280,525	599,406	879,931	484,631
Fundraising events	26,620	-	26,620	20,885
Net assets released from restriction	417,365	(417,365)	-	-
Total Public Support	10,731,480	182,041	10,913,521	7,089,321
Revenue:				
Department of Housing and Urban Development	3,041,875	-	3,041,875	2,940,896
Veterans Administrative grants	2,160,799	-	2,160,799	2,303,049
Contracted services	642,870	-	642,870	328,802
Patient services revenues, net	2,430,161	-	2,430,161	1,736,275
Medicaid, net	1,499,295	-	1,499,295	1,292,782
Rent and service charges, net	692,803	-	692,803	381,691
Other fees and miscellaneous	180,355	-	180,355	292,972
Outside rent	423,430	-	423,430	122,508
Management fees	25,536	-	25,536	25,324
Investment income/(loss)	25,508	-	25,508	(5,792)
Total Revenue	11,122,632	-	11,122,632	9,418,507
Total Public Support and Revenue	21,854,112	182,041	22,036,153	16,507,828
Expenses:				
Program	20,070,879	-	20,070,879	15,156,854
Administration	2,032,507	-	2,032,507	2,107,947
Fundraising	532,465	-	532,465	264,974
Total Expenses	22,635,851	-	22,635,851	17,529,775
Legal settlement, net (see Note 22)	-	-	-	1,119,434
Debt forgiveness	-	-	-	98,087
Change in net assets	(781,739)	182,041	(599,698)	195,574
Net Assets, Beginning of Year	7,593,742	147,137	7,740,879	7,545,305
Net Assets, End of Year	$ 6,812,003	$ 329,178	$ 7,141,181	$ 7,740,879

The accompanying notes are an integral part of these financial statements.

HARBOR HOMES, INC.

Statement of Functional Expenses

For the Year Ended June 30, 2017

(With Comparative Totals for the Year Ended June 30, 2016)

	Program	Administration	Fundraising	2017 Total	2016 Total
Expenses:					
Accounting fees	$ -	$ 41,814	$ 102	$ 41,916	$ 54,671
Advertising and promotion	1,300	5,315	10,581	17,196	10,453
Client counseling and support services	59,223	-	-	59,223	40,286
Client rental assistance	5,713,823	-	-	5,713,823	5,148,408
Conferences, conventions, and meetings	101,990	12,702	721	115,413	72,387
Contracted services	1,408,890	13,329	88	1,422,307	277,409
Employee benefits	900,118	148,436	41,017	1,089,571	865,527
Food and nutrition services	104,496	-	49	104,545	75,070
Grants and donations to other organizations	232,089	686	18,940	251,715	190,916
Information technology	253,700	182,108	1,990	437,798	190,941
Insurance	135,755	5,680	228	141,663	135,910
Interest expense	421,914	75,885	1,079	498,878	445,569
Legal fees	25,585	91,463	-	117,048	105,773
Membership dues	25,808	1,788	-	27,596	16,459
Miscellaneous	57,404	38,045	1,418	96,867	41,700
Occupancy	939,676	120,619	12,239	1,072,534	752,915
Office expenses	161,297	48,862	17,074	227,233	188,582
Operational supplies	300,203	9,131	527	309,861	191,021
Payroll taxes	574,927	76,390	28,109	679,426	520,202
Professional fees	50,627	57,660	25,164	133,451	159,402
Retirement contributions	190,318	20,727	13,134	224,179	235,265
Salaries and wages	7,364,440	992,755	352,427	8,709,622	6,734,326
Travel	94,108	2,298	1,135	97,541	83,412
Total Expenses	19,117,691	1,945,693	526,022	21,589,406	16,536,604
Depreciation and amortization	953,188	86,814	6,443	1,046,445	993,171
Total Functional Expenses	$ 20,070,879	$ 2,032,507	$ 532,465	$ 22,635,851	$ 17,529,775

The accompanying notes are an integral part of these financial statements.

HARBOR HOMES, INC.

Statement of Cash Flows

For the Year Ended June 30, 2017

(With Comparative Totals for the Year Ended June 30, 2016)

	2017	2016
Cash Flows From Operating Activities:		
Change in net assets	$ (599,698)	$ 195,574
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation and amortization	1,046,445	993,171
(Gain)/loss on beneficial interest	(18,190)	5,747
Debt forgiveness	-	(98,087)
(Increase) Decrease In:		
Accounts receivable	(360,713)	158,095
Patient services receivable	(242,996)	(158,176)
Inventory	(67,277)	-
Other assets	100,664	(94,844)
Increase (Decrease) In:		
Accounts payable	722,547	(214,819)
Accrued expenses	322,164	69,111
Deferred compensation plan	(6,624)	254,400
Other liabilities	(251,077)	6,624
Net Cash Provided by Operating Activities	645,245	1,116,796
Cash Flows From Investing Activities:		
Security deposits	26,143	(10,541)
Purchase of fixed assets	(320,785)	(63,527)
Purchase of investments	(322,707)	-
Sale of investments	-	1,409
Net Cash Used by Investing Activities	(617,349)	(72,659)
Cash Flows From Financing Activities:		
Borrowings from lines of credit	1,500,686	110,100
Payments on lines of credit	(634,631)	(743,319)
Payments on capital leases	(43,127)	(43,127)
Payments on long term borrowings	(224,753)	(221,547)
Payments on tax credits	(21,043)	(21,043)
Advances to related organizations	(1,791,201)	(353,583)
Repayments from related organizations	1,470,689	154,774
Net Cash Provided by (Used for) Financing Activities	256,620	(1,117,745)
Net Increase (Decrease) in Cash and Cash Equivalents	284,516	(73,608)
Cash, Cash Equivalents, and Restricted Cash, Beginning of Year	463,745	537,353
Cash, Cash Equivalents, and Restricted Cash, End of Year	$ 748,261	$ 463,745
Supplemental disclosures of cash flow information:		
Interest paid	$ 474,402	$ 445,423
Non-cash financing activities	$ 4,950,000	$ -
Debt forgiveness	$ -	$ 98,087

The accompanying notes are an integral part of these financial statements.

1. Organization:

Harbor Homes, Inc. (the Organization) is a nonprofit organization that creates and provides quality residential and supportive services for persons (and their families) challenged by mental illness and/or homelessness in the State of New Hampshire. Programs include mainstream housing, permanent housing, transitional housing, and emergency shelter, as well as comprehensive support services that include peer support programs, job training, a paid employment program, and social and educational activities.

In addition to housing and supportive services, the Organization runs a health care clinic that is a Federally Qualified Health Center (FQHC) offering primary medical services to the homeless and/or low-income individuals.

2. Summary of Significant Accounting Policies:

Comparative Financial Information

The accompanying financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited financial statements for the year ended June 30, 2016, from which the summarized information was derived.

Cash and Cash Equivalents

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents.

Accounts Receivable, Net

Accounts receivable consist primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable.

Patient Services Receivables, Net

Patient services receivables result from the health care services provided by the Organization's Federally Qualified Health Care Center. Additions to the allowance for doubtful accounts result from the provision for bad debts. Accounts written off as uncollectible are deducted from the allowance for doubtful accounts. The amount of the allowance for doubtful accounts is based upon management's assessment of historical and expected net collections, business and economic conditions, trends in Medicare and Medicaid health care coverage, and other indicators.

For receivables associated with services provided to patients who have third-party coverage, which includes patients with deductible and copayment balances due for which third-party coverage exists for part of the bill, the Organization analyzes contractually due amounts and provides an allowance for doubtful collections and a provision for doubtful collections, if necessary. For receivables associated with self-pay patients, the Organization records a significant provision for doubtful collections in the period of service on the basis of its past experience, which indicates that many patients are unable to pay the portion of their bill for which they are financially responsible. The difference between the billed rates and the amounts actually collected after all reasonable collections efforts have been exhausted is charged off against the allowance for doubtful collections. The Organization has not changed its financial assistance policy in fiscal year 2017. The Organization does not maintain a material allowance for doubtful collections from third-party payors, nor did it have significant write-offs from third-party payors.

Inventory

Inventory is comprised of program-related merchandise held for sale in the pharmacy, and is stated at the lower of cost or market determined by the first-in, first-out method.

Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the Statement of Financial Position. Unrealized gains and losses are included in the change in net assets in the accompanying Statement of Activities.

Property and Equipment

Property and equipment is reported in the Statement of Financial Position at cost, if purchased, and at fair value at the date of donation, if donated. Property and equipment is capitalized if it has a cost of $5,000 or more and a useful life when acquired of more than one year. Repairs and maintenance that do not significantly increase the useful life of the asset are expensed as

incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

Assets	Years
Land improvements	15
Buildings and improvements	10 - 40
Software	3
Vehicles	3
Furniture and fixtures	5 - 7
Equipment	5 - 7

Property and equipment is reviewed for impairment when a significant change in the asset's use or another indicator of possible impairment is present. No impairment losses were recognized in the financial statements in the current period.

Beneficial Interests in Charitable Trusts Held by Others

The Organization has been named as an irrevocable beneficiary of several charitable trusts held and administered by independent trustees. These trusts were created independently by donors and are administered by outside agents designated by the donors. Therefore, the Organization has neither possession nor control over the assets of the trusts. At the date of notification of an interest in a beneficial trust, a temporarily or permanently restricted contribution is recorded in the Statement of Activities, and a beneficial interest in charitable trusts held by others is recorded in the Statement of Financial Position at fair value using present value techniques and risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the expected distributions to be received under the agreement. Thereafter, beneficial interests in the trusts are reported at fair value in the Statement of Financial Position, with changes in fair value recognized in the Statement of Activities. Upon receipt of trust distributions and/or expenditures in satisfaction of the restricted purpose stipulated by the donor, if any, temporarily restricted net assets are released to unrestricted net assets; permanently restricted net assets are transferred to the endowment.

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Unrestricted Net Assets – Net assets available for use in general operations.

Temporarily Restricted Net Assets – Net assets subject to donor restrictions that may or will be met by expenditures or actions and/or the passage of

time. Contributions are reported as temporarily 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 Net Assets – Net assets whose use is limited by donor-imposed restrictions that neither expire by the passage of time nor can be fulfilled or otherwise removed. The restrictions stipulate that resources be maintained permanently, but permit expending of the income generated in accordance with the provisions of the agreements.

Revenue and Revenue Recognition

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively.

Patient Service Revenues, Net

Patient service revenues, net is reported at the estimated net realizable amounts from patients, third-party payors, and others for services rendered. Self-pay revenue is recorded at published charges with charitable allowances deducted to arrive at net self-pay revenue. All other patient services revenue is recorded at published charges with contractual allowances deducted to arrive at patient services, net. Reimbursement rates are subject to revisions under the provisions of reimbursement regulations. Adjustments for such revisions are recognized in the fiscal year incurred. Included in third-party receivables are the outstanding uncompensated care pool payments.

Charity Care

The Organization provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Since the Organization does not pursue collection of amounts determined to qualify as charity care, these amounts are reported as deductions from revenue (see Note 16).

Accounting for Contributions

Contributions are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with

payments due in future years have an implied restriction to be used in the year the payment is due, and therefore are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

Gifts-in-Kind Contributions

The Organization periodically receives contributions in a form other than cash or investments. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services in the Organization's program operations and in its fund-raising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in financial statements. Generally Accepted Accounting Principles allow recognition of contributed services only if (*a*) the services create or enhance nonfinancial assets or (*b*) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

Grant Revenue

Grant revenue is recognized when the qualifying costs are incurred for cost-reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's, *Uniform Grant Guidance*, and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grant or reductions of future grant funds. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

Functional Allocation of Expenses

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. The Statement of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

The costs of program and supporting services activities have been summarized on a functional basis in the Statement of Activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

General and administrative expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the Organization.

Fundraising costs are expensed as incurred, even though they may result in contributions received in future years.

Income Taxes

Harbor Homes, Inc. is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Organization is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. If the Organization has net income that is derived from business activities that are unrelated to its exempt purpose, it would need to file an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

Estimates

The preparation of 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, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates and those differences could be material.

Financial Instruments and Credit Risk

Deposit concentration risk is managed by placing cash with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed

insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts and contributions receivable is considered to be limited due to high historical collection rates and because substantial portions of the outstanding amounts are due from governmental agencies and entities supportive of the Organization's mission. Investments are monitored regularly by the Organization. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Organization believes that its investment strategies are prudent for the long-term welfare of the Organization.

Fair Value Measurements and Disclosures

Certain assets and liabilities are reported at fair value in the financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

> Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.
>
> Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.
>
> Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for many of the assets and liabilities that the Organization is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

The primary uses of fair value measures in the Organization's financial statements are:

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional contributions receivable.
- Recurring measurement of due from related Organizations (note 4) – Level 3.
- Recurring measurement of investments (note 6) – Level 1.
- Recurring measurement of beneficial interests (note 8) – Level 3.
- Recurring measurement of lines of credit (note 10) – Level 2.
- Recurring measurement of capital leases payable (note 11) – Level 2.
- Recurring measurement of mortgages payable (notes 12 - 14) – Level 2.

The carrying amounts of cash, cash equivalents, restricted cash, receivables, other assets, accounts payable, accrued expenses, and other liabilities, approximate fair value due to the short-term nature of the items, and are considered to fall within Level 1 of the fair value hierarchy.

Reclassifications

Certain accounts in the prior year financial statements have been reclassified for comparative purposes to conform to the presentation in the current year financial statements.

3. Receivables, Net:

Accounts receivable at June 30, 2017 consists of the following:

	Receivable	Allowance	Net
Grants	$ 1,045,069	$ -	$ 1,045,069
Pledges	95,500	-	95,500
Residents	96,844	(55,592)	41,252
Other	39,713	-	39,713
Security deposits	1,518	-	1,518
Total	$ 1,278,644	$ (55,592)	$ 1,223,052

Patient accounts receivable, related to the Organization's federally qualified health care center, consisted of the following at June 30, 2017:

	Receivable	Allowance	Net
Medicaid	$ 435,044	$ (65,825)	$ 369,219
Medicare	130,855	(12,319)	118,536
Other	592,924	(389,215)	203,709
Total	$ 1,158,823	$ (467,359)	$ 691,464

4. **Due From Related Organizations:**

Due from related organizations represents amounts due to Harbor Homes, Inc. from related entities whereby common control is shared with the same Board of Directors (See Note 18). These balances exist because certain receipts and disbursements of the related organizations flow through the Harbor Homes, Inc. main operating cash account. The related organizations and their balances at June 30, 2017 are as follows:

Current:	
Greater Nashua Council on Alcoholism	$ 380,115
Harbor Homes III, Inc.	5,748
Healthy at Home	77,309
HH Ownership, Inc.	2,016
Southern NH HIV/AIDS Task Force	9,052
Subtotal current	474,240
Noncurrent:	
Harbor Homes II, Inc.	134,371
Milford Regional Counseling Services, Inc.	48,494
Welcoming Light, Inc.	162,490
Subtotal noncurrent	345,355
Total	$ 819,595

Although management believes the above receivables to be collectible, there is significant risk that the noncurrent portion may not be.

As discussed in note 2, the valuation technique used for due from related organizations is a Level 3 measure because there are no observable market transactions. Changes in the fair value of assets measured at fair value on a recurring basis using significant unobservable inputs are comprised of the following:

Beginning balance June 30, 2016	$	499,083
Advances		1,791,201
Reductions		(1,470,689)
Ending balance June 30, 2017	$	819,595

5. Property, Equipment and Depreciation:

A summary of the major components of property and equipment is presented below:

Land	$	2,786,690
Land improvements		12,290
Buildings		19,715,780
Building improvements		6,244,321
Software		515,010
Vehicles		211,878
Furniture and fixtures		159,591
Equipment		400,464
Dental equipment		141,716
Medical equipment		58,022
Construction in progress		304,669
Subtotal		30,550,431
Less: accumulated depreciation		(7,186,298)
Total	$	23,364,133

Depreciation expense for the year ended June 30, 2017 totaled $1,046,445.

6. Investments:

The Organization's investments consist of the following at June 30, 2017:

		Cost		Market Value		Unrealized Gain or (Loss) To Date
Equities	$	236,270	$	240,758	$	4,488
Mutual Funds		90,839		90,839		-
Total	$	327,109	$	331,597	$	4,488

7. Restricted Cash:

Restricted cash consists of escrow accounts and reserves which are held for various purposes. The following is a summary of the restricted accounts:

Security deposits	$ 56,578
Reserve for replacements	367,077
Residual receipt deposits	4,370
Total	$ 428,025

Security deposits held will be returned to tenants when they vacate. Reserve for replacement accounts are required by the Department of Housing and Urban Development (HUD) and the City of Nashua and are used for the replacement of property with prior approval. Residual receipt deposits are required by the Department of Housing and Urban Development and are to be used at the discretion of HUD.

8. Beneficial Interest:

The Organization has a beneficial interest in the Harbor Homes, Inc. Fund (the Fund), a component fund of the New Hampshire Charitable Foundation's (the Foundation) Nashua Region. The Organization will receive distributions from the Fund based on a spending allocation, which is a percentage of the assets set by the Foundation and reviewed annually. The current spending percentage is 4.5% of the market value (using a 20-quarter average) of the Fund. At June 30, 2017, the value of the fund was $161,946.

As discussed in note 2, the valuation technique used for beneficial interest is a Level 3 measure because there are no observable market transactions. Changes in the fair value of assets measured at fair value on a recurring basis using significant unobservable inputs are comprised of the following:

Beginning balance June 30, 2016	$ 143,756
Advances	18,190
Reductions	-
Ending balance June 30, 2017	$ 161,946

9. Accrued Expenses:

Accrued expenses include the following:

Mortgage interest	$	26,804
Payroll and related taxes		491,506
Compensated absences		592,981
Total	$	1,111,291

10. Lines of Credit:

At June 30, 2017, the Organization had a $1,000,000 of credit available from TD Bank, N. A. due October 31, 2017, secured by all assets. The Organization is required, at a minimum, to make monthly interest payments to TD Bank, N. A. at the bank's base rate plus 1% adjusted daily. As of June 30, 2017, the credit line had an outstanding balance of $620,072 at an interest rate of 5.25%.

In addition, the Organization had a $500,000 of credit available from TD Bank, N. A. due October 31, 2017, secured by all assets. The Organization is required, at a minimum, to make monthly interest payments to TD Bank, N. A. at the bank's base rate plus 1% adjusted daily. As of June 30, 2017, the credit line had an outstanding balance of $346,084 at an interest rate of 5.25%

11. Capital Leases:

The Organization is the lessee of certain equipment under a capital lease expiring in November of 2017. Future minimum lease payments under this lease are as follows:

Year		Amount
2018	$	18,304
Total	$	18,304

At June 30, 2017, equipment of $132,000, net of depreciation of $24,200, related to this capital lease.

12. Mortgages Payable, Tax Credits:

Mortgages payable, tax credits consist of a mortgage payable to the Community Development Finance Authority through the Community Development Investment Program, payable through the sale of tax credits to donor organi-

zations, maturing in 2020, secured by real property located at 59 Factory Street in Nashua, NH. This amount is amortized over ten years at zero percent interest. The amount due at June 30, 2017 is $79,280.

13. Mortgages Payable:

Mortgages payable as of June 30, 2017 consisted of the following:

A mortgage payable to Enterprise Bank and Trust Company, with monthly interest only payments required at a fixed rate of 4%, maturing on February 28, 2019, secured by real property located at 75-77 Northeastern Boulevard in Nashua, NH.	$ 3,375,000
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of $7,879, including principal and interest at an adjustable rate of for the initial ten years based on the then prevailing 10/30 Federal Home Loan Bank Amortizing Advance Rate plus 3.00% and resetting in year 11 based on the then prevailing 10/20 Federal Home Loan Bank Amortizing Advance Rate plus 3.00%, maturing in 2043, secured by real property located at 335 Somerville Street in Manchester, NH.	1,163,150
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of $6,193, including principal and interest at an adjustable rate of 4.57% for twenty years, maturing in 2043, secured by real property located at 335 Somerville Street in Manchester, NH.	1,141,480
A mortgage payable to New Hampshire Community Loan Fund, Inc., with interest only payments required at a fixed rate of 6%, maturing December of 2018, secured by real property located at 75-77 Northeastern Boulevard in Nashua, NH.	1,125,000
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of $7,768, including principal and interest at 7.05%, maturing in 2040, secured by real property located at 59 Factory Street in Nashua, NH.	1,060,851
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of $5,126, including principal and interest at 6.97%, maturing in 2036, secured by real property located at 46 Spring Street in Nashua, NH.	648,007

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A mortgage payable to Merrimack County Savings Bank, due in monthly installments of $5,324, including principal and interest at 4.38%, maturing in 2031, secured by real property located at 45 High Street in Nashua, NH.	638,618
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of $3,996, including principal and interest at 4.75%, maturing in 2036, secured by real property located at 46 Spring Street in Nashua, NH.	604,365
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of $2,692, including principal and interest at 4.75%, maturing in 2040, secured by real property located at 59 Factory Street in Nashua, NH.	454,374
A mortgage payable to TD Bank, due in monthly installments of $5,387, including principal and interest at 3.97%, maturing in 2025, secured by real property located on Maple Street in Nashua, NH.	383,467
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of $2,077, including principal and interest at 5.57% for the first five years, then adjusting in June 2015, 2020, 2025, and 2030 to the Federal Home Loan Bank Community Development Advance Rate in effect, plus 2.75%, maturing in 2035, secured by real property located at 189 Kinsley Street in Nashua, NH.	282,700
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of $1,425, including principal and interest at 4.75% for five years and adjusting to the then-current Federal Home Loan Bank 5/25 Amortizing CDA Rate plus two and three-quarters percent in year six and every five years thereafter, maturing in 2042, secured by real property located at 45 High Street in Nashua, NH.	249,127
A mortgage payable to Mascoma Savings Bank, fsb., due in monthly installments of $1,731, including principal and interest at 7.00% maturing in 2036, secured by real property located at 7 Trinity Street in Claremont, NH.	220,206
A mortgage payable to New Hampshire Health and Education Facilities Authority, due in monthly installments of $3,419, including principal and interest at 1.00% maturing in 2022, secured by a mobile van.	193,493

(continued)

(continued)

A mortgage payable to the Department of Housing and Urban Development, due in monthly installments of $2,385, including principal and interest at 9.25%, maturing in 2022, secured by real property located at 3 Winter Street in Nashua, NH.	117,182
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of $1,144, including principal and interest at a variable rate (5.61% at June 30, 2012), maturing in 2029, secured by real property located at 24 Mulberry Street in Nashua, NH.	116,954
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of $779, including principal and interest at 7.20% for the first five years, then adjusting in April 2012, 2017, 2022, 2027, and 2032 to the Federal Home Loan Bank Community Development Advance Rate in effect, plus 225 basis points, maturing in 2037, secured by real property located at 4 New Haven Drive, Unit 202 in Nashua, NH.	93,243
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of $2,993, including principal and interest at 3.89%, maturing in 2035, secured by real property located at 59 Factory Street in Nashua, NH.	47,018
Total	11,914,235
Less amount due within one year	(247,589)
Mortgages payable, net of current portion	$ 11,666,646

The following is a summary of future payments on the previously mentioned long-term debt.

Year	Amount
2018	$ 247,589
2019	4,782,513
2020	297,052
2021	312,481
2022	322,022
Thereafter	5,952,578
Total	$ 11,914,235

14. Mortgages Payable, Deferred:

The Organization has deferred mortgages outstanding at June 30, 2017 totaling $5,217,096. These loans are not required to be repaid unless the Organization is in default with the terms of the loan agreements or if an operating surplus occurs within that program.

Several of these loans are special financing from the New Hampshire Housing Finance Authority (NHHFA) to fund specific projects. These notes are interest free for thirty years with principal payments calculated annually at the discretion of the lender.

The following is a list of deferred mortgages payable at June 30, 2017:

City of Manchester:	
Somerville Street property	$ 300,000
Total City of Manchester	300,000
City of Nashua:	
Factory Street property	580,000
Spring Street property	491,000
High Street fire system	65,000
Total City of Nashua	1,136,000
Federal Home Loan Bank (FHLB):	
Factory Street property	400,000
Somerville Street property	400,000
Spring Street property	398,747
Total FHLB	1,198,747
NHHFA:	
Factory Street property	1,000,000
Spring Street property*	550,000
Charles Street property	32,349
Somerville Street property	1,000,000
Total NHHFA	2,582,349
Total Mortgages Payable, Deferred	$ 5,217,096

* During fiscal year 2017, the Organization was out of compliance with the income eligibility terms of the loan agreement due to a tenant obtaining a higher income wage after entrance to the program. The lender is aware of the noncompliance and it is expected that this temporary noncompliance will be resolved when the specific tenant moves out.

15. Temporarily Restricted Net Assets:

Temporarily restricted net assets are available for the following purposes at June 30, 2017:

Purpose	Amount
Above and beyond	$ 129
Art supplies	289
Claremont	15,000
Dalianis bricks	735
DAV	726
Dental equipment	10,000
Golf event	1,200
Mobile crisis	105,873
Northeastern Blvd.	107,000
Operation brightside	2,000
PEC	42
People's United grant	8,375
Plymouth capital project	25,000
SCOAP	1,292
Software	42,067
Standdown	2,764
Thanksgiving	356
Veterans Christmas fund	700
Veterans computers	5,630
Total	$ 329,178

Net assets were released from restrictions by incurring expenses satisfying the restricted purpose or by the passage of time.

16. Patient Service Revenue, Net:

The Organization recognizes patient services revenue associated with services provided to patients who have Medicaid, Medicare, third-party payor, and managed care plans coverage on the basis of contractual rates for services rendered. For uninsured self-pay patients that do not qualify for charity care, the Organization recognizes revenue on the basis of its standard rates for services provided or on the basis of discounted rates if negotiated or provided by the Organization's policy. Charity care services are computed using a sliding fee scale based on patient income and family size. On the basis of historical experience, a significant portion of the Organization's uninsured patients will be unable or unwilling to pay for the services provided. Thus, the Organization records a provision for bad debts related to uninsured patients in the period the services are provided.

The Organization accepts patients regardless of their ability to pay. A patient is classified as a charity patient by reference to certain established policies, which define charity services as those costs for which no payment is anticipated. The Organization uses federally established poverty guidelines to assess the level of discount provided to the patient. The Organization is required to provide a full discount to patients with annual incomes at or below 100% of the poverty guidelines, but may charge a nominal copay. If the patient is unable to pay the copay, the amount is written off to charity care. All patients are charged in accordance with a sliding fee discount program based on household size and household income. No discounts may be provided to patients with incomes over 200% of federal poverty guidelines.

Patient services revenue, net of provision for bad debts and contractual allowances and discounts, consists of the following:

	2017				2016
	Gross Charges	Contractual Allowances	Charitable Care Allowances	Net Patient Service Revenue	Net Patient Service Revenue
Medicaid	$ 1,834,675	$ (363,773)	$ -	$ 1,470,902	$ 1,159,434
Medicare	528,336	(244,296)	-	284,040	246,337
Third-party	1,151,592	(591,136)	-	560,456	428,481
Sliding fee/free care	215,008	-	(196,108)	18,900	57,275
Self-pay	304,314	-	(2,669)	301,645	140,412
Subtotal	$ 4,033,925	$ (1,199,205)	$ (198,777)	2,635,943	2,031,939
Provision for bad debts				(205,782)	(295,664)
Total				$ 2,430,161	$ 1,736,275

17. Client Rental Assistance:

The Organization has multiple grants requiring the payment of rents on behalf of the consumer. Rent expense totaling approximately $5.7 million is comprised of leases held in the Organization's name and the responsibility of the Organization, leases in consumers' names, or rents paid as client assistance.

18. Transactions with Related Parties:

The Organization's clients perform janitorial services for Harbor Homes HUD I, II and III, Inc., Welcoming Light, Inc., Milford Regional Counseling Services, Inc., Healthy at Home, Inc., Greater Nashua Council on Alcoholism, and Southern NH HIV/AIDS Task Force, related organizations. These services are billed to the related organizations and reported as revenues in the accompanying financial statements based on actual cost.

The Organization currently has several contracts with Healthy at Home, Inc. to receive various skilled nursing services, CNA services and companion services for its clients. All of the contracts are based on per diem fees, ranging from $16 per hour for companion services to $100 per visit for skilled nursing services.

The Organization is a corporate guarantor for Greater Nashua Council on Alcoholism in relation to two mortgages on their Amherst Street property. The guaranties consist of one bond in the amount of $3,963,900 and a mortgage in the amount of $200,000.

During the year, the Organization rented office space, under tenant at will agreements, to Southern NH HIV/AIDS Task Force, Greater Nashua Council on Alcoholism, and Healthy at Home, Inc., related parties. The rental income under these agreements totaled $52,305, $41,250 and $51,137, respectively, for fiscal year 2017.

Harbor Homes, Inc. received management fees totaling $25,536 from its related organizations that have HUD projects.

The Organization is considered a commonly controlled organization with several related entities by way of its common board of directors. However, management believes that the principal prerequisites for preparing combined financial statements are not met, and therefore separate statements have been prepared.

The following are the commonly controlled organizations:

Harbor Homes II, Inc.
Harbor Homes III, Inc.
HH Ownership, Inc.
Welcoming Light, Inc.
Milford Regional Counseling Services, Inc.
Healthy at Home, Inc.
Greater Nashua Council on Alcoholism
Southern NH HIV/AIDS Task Force

19. Deferred Compensation Plan:

In fiscal year 2017, the Organization discontinued its 403(b) plan and deferred compensation plan for certain employees and directors. It also implemented a 401(k) retirement plan. Upon meeting the eligibility criteria, employees can contribute a portion of their wages to the 401(k) plan. The Organization matches a percentage of the employee contribution based on years of service. Total matching contributions paid by the Organization for the year ended June 30, 2017 were $224,179.

20. Concentration of Risk:

The Organization received revenue as follows:

Federal grants	$	16%
State, local, and other agencies		28%
Department of Housing and Urban Development		14%
Department of Veterans Affairs		10%
Medicaid		7%
All other support and revenue		25%
Total	$	100%

21. Contingencies:

The health care industry is subject to numerous laws and regulations of federal, state, and local governments. Compliance with these laws and regulations is subject to future government review and interpretation, as well as regulatory actions unknown or unasserted at this time. Government activity continues to increase with respect to investigations and allegations concerning possible violations by healthcare providers of fraud and abuse statutes and regulations, which could result in the imposition of significant fines and penalties, as well as significant repayments for patient service previously billed. Management is not aware of any material incidents of noncompliance; however, the possible future financial effects of this matter on the Organization, if any, are not presently determinable.

22. Legal Settlement, Net:

In 2011, the State of New Hampshire removed the ability to bill for certain Medicaid services and the Organization filed suit. The Organization settled with the State in 2015 and was awarded $1,350,000 in fiscal year 2016. The settlement was received net of legal fees.

23. Supplemental Disclosure of Cash Flow Information:

In fiscal year 2017, the Organization early adopted Accounting Standard Update (ASU) No. 2016-18, *State of Cash Flows (Topic 203): Restricted Cash*. The amendments in this update require that a Statement of Cash Flows explain the change during the fiscal year of restricted cash as part of the total of cash and cash equivalents.

The following table provides a reconciliation of cash and cash equivalents, and restricted cash reported in the Statement of Financial Position to the same such amounts reported in the Statement of Cash Flows.

Cash and Cash Equivalents	$ 320,236
Restricted Cash	428,025
Total Cash, Cash Equivalents, and Restricted Cash shown in the Statement of Cash Flows	$ 748,261

24. Subsequent Events:

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2017 through November 6, 2017, the date the financial statements were available to be issued, have been evaluated by management for disclosure.

At June 30, 2017, the financial statements reported current liabilities that exceeded current assets. This is attributable to several unusual factors. In June 2017, the Organization determined that a major funder had overpaid a grant in the amount of $250,000. As a result, a liability was recorded and a repayment agreement over a six-month period was agreed-upon, with the funder reducing its subsequent monthly payments. In addition, the Organization is currently in the beginning stages of several construction projects that will be completed in fiscal years 2018 and 2019. Historically, the Organization has received project funding in advance to cover upfront costs such as architects, engineers, and consultants. Full funding for these projects is anticipated from grants and tax credits. The grants will not be available to the Organization until construction loans and tax credits have been executed.

<u>CURRENT BOARD OF DIRECTORS LIST</u> (05/1/18)

Officers

Dan Sallet, Chair
Trent Smith, Vice-Chair
Jared Freilich, Treasurer
David Aponovich, Asst. Treasurer
Joel Jaffe, Secretary
Laurie Goguen, Asst. Secretary

Directors

Thomas I. Arnold, III
Jack Balcom
Vijay Bhatt
Vince Chamberlain
Laurie DesRochers
Phil Duhaime
Lynn King
Ed McDonough
Rick Plante

PETER J. KELLEHER, CCSW, LICSW

PROFESSIONAL EXPERIENCE

2006-Present President & CEO, Southern NH HIV Task Force
2002-Present President & CEO, GNCA, Inc. Nashua, NH
1997-Present President & CEO, Healthy At Home, Inc., Nashua, NH
1995-Present President & CEO, Milford Regional Counseling Services, Inc., Milford, NH
1995-Present President & CEO, Welcoming Light, Inc., Nashua, NH
1982-Present President & CEO, Harbor Homes, Inc., Nashua, NH
Currently employed as chief executive officer for nonprofit corporation (and affiliates) providing residential, supported employment, and social club services for persons with long-term mental illness and/or homeless. Responsible for initiation, development, and oversight of 33 programs comprising a $10,000,000 operating budget; proposal development resulting in more than $3,000,000 in grants annually; oversight of 330 management and direct care professionals.

2003-2006 Consultant
Providing consultation and technical assistance throughout the State to aid service and mental health organizations

1980 - 1982 Real Estate Broker, LeVaux Realty, Cambridge, MA
Successful sales and property management specialist.

1979 - 1980 Clinical Coordinator, Task Oriented Communities, Waltham, MA
Established and provided comprehensive rehabilitation services to approximately 70 mentally ill/ mentally retarded clients. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.

1978 - 1979 Faculty, Middlesex Community College, Bedford, MA
Instructor for an introductory group psychotherapy course offered through the Social Work Department.

1977 - 1979 Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA
Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, relaxation training.

1976 Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA
Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.

1971 - 1976 Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA
Major responsibilities consisted of psycho educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.

EDUCATIONAL EXPERIENCE

1975 - 1977 Simmons College School of Social Work, Boston, MA
Cambridge-Somerville Community Mental Health Program, MSW

1971 - 1975 Clark University, Worcester, MA. Received Bachelor of Arts Degree in Psychology

LICENSES AND CERTIFICATIONS

1979 Licensed Real Estate Broker – Massachusetts

1989 Academy of Certified Social Workers – NASW

1990 Licensed Independent Clinical Social Worker - Massachusetts

1994 State of New Hampshire Certified Clinical Social Worker, MA LICSW

PLACEMENTS

1976 - 1977 Cambridge Hospital, In-Patient Psychiatry, Cambridge, MA
Individual, group, and family counseling to hospitalized patients.

1975 - 1976 Massachusetts Institute of Technology, Social Service Department, Cambridge, MA
Similar to above.

FIELD SUPERVISION

1983 - 1984 Antioch/New England Graduate School, Department of Professional Psychology, Keene, NH
1983 - 1984 Rivier College, Department of Psychology, Nashua, NH
1990 – 1991 Rivier College, Department of Psychology, Nashua, NH
1978 - 1979 Middlesex Community College, Social Work Associates Program, Bedford, MA

AWARDS

- Valedictorian Award received at high school graduation;
- National Institute of Mental Health Traineeship in Social Work
- University of New Hampshire Community Development 2003 Community Leader of the Year
- NAMI NH 2007 Annual Award for Systems Change
- Peter Medoff AIDS Housing Award 2007

MEMBERSHIPS

Former Chair, Governor's State Interagency Council on Homelessness/New Hampshire Policy Academy
Former Chair, Greater Nashua Continuum of Care
National Association of Social Workers
Board Member, Greater Nashua Housing & Development Foundation, Inc.
Former Member, Rotary Club, Nashua, NH

Patricia A. Robitaille, CPA

PROFILE

- 12 years experience in Public Accounting
- Management experience
- Diversified industry exposure
- Counselor and mentor
- Training experience
- Knowledge of multiple computer programs
- Excellent client rapport
- Tax preparation experience

PROFESSIONAL EXPERIENCE

Jan. 2009-Present *Vice President of Finance* Harbor Homes, Inc. and Affiliates

Jan. 2007 – Oct. 2008 *Audit Manager* Ernst Young LLP, Manchester, NH

- Managed audits of private corporations with revenues up to $200 million
- Assisted as manager of audits for public corporations with revenues up to $400 million
- Reviewed and assisted preparation of financial statements, 10Q quarterly filings and 10K annual filings
- Analyzed and reviewed internal control under Section 404 of the Sarbanes Oxley Act
- Prepared management comments in conjunction with material weakness or significant deficiencies

Jun. 1997 – Jan. 2007 *Audit Supervisor* Melanson Heath & Company, P.C., Nashua, NH

- Supervise/train various teams for commercial, not-for-profit, and municipal audits and agreed upon procedures
- Audit services include balance sheet reconciliation including inventory control
- Preparation and presentation of financial statements
- Preparation of management comment letters for internal quality improvement
- Assist clients with all aspects of accounting
- Preparation of budgets and cash forecasting
- Consulting services to clients including maximization of profits
- Extensive corporate tax preparation experience

1993 – 1997 *Accounting/Office Manager* Hammar Hardware Company, Nashua, NH

- Management of a five-person staff
- Oversaw accounts receivable, accounts payable and general ledger reconciliation
- Responsible for inventory management, preparation for year-end audit and collaboration with external auditors
- Prepared monthly internal financial statements
- Responsible for payroll including quarterlies and year-end reporting

EDUCATION

1988-1991 Rivier College, Nashua, NH – Bachelor of Science, Accounting

OTHER ACHIEVEMENTS

Licensed Certified Public Accountant in the State of New Hampshire
Member of the New Hampshire Society of Certified Public Accountants
Member of the American Institute of Certified Public Accountants

SOFTWARE EXPERIENCE

Excel, Word, Powerpoint, Pro-Fx Tax software, Pro-Fx Trial balance software, Quickbooks, Peachtree, T-Value, various auditing software programs

Graciela Silvia Sironich-Kalkan MD.

Present Mailing Address

Alternative Mailing Address

Medical Education

Universidad de Buenos Aires
Ciudad Autónoma de Buenos Aires
Argentina
MD, 12/21/1979

School Awards & Membership in Honorary/ Professional Societies

Cardiology Argentine Society: 1982-1986 associated member
Azcuenaga 980, Ciudad Autonoma de Buenos Aires, Argentina.
Intensive Care Argentine Society: 1985-1992 associated member 1992-1997Board's Member
Cnel. Niceto Vega 4617, Ciudad Autónoma de Buenos Aires, Argentina.
Argentine Association of Enteral and Parenteral Nutrition: 1983-1997, Founder and Board's Member
Lavalle 3643 3F Ciudad Autónoma de Buenos Aires, Argentina.
Biologic's Security Committee Navy Hospital: 1985-1997 Board's Member 1986-1997
Patricias Argentinas 351, Ciudad Autónoma de Buenos Aires, Argentina.

Certifications / Licensure

NPI: 1760751531

State of New Hampshire Full License 2/1/2012 to 6/30/2014 # 15553
DEA Registration: FS 2954851
State of New Hampshire Temporary License Date 11/02/2011 to 5/12/2012 #T0566
State of Massachusetts Limited License #222359 Exp. Date 06/30/2005
DEA Registration#AS4148501E136,
ACLS Certification
U.S.M.L.E/ E.C.F.M.G: 08/27/2001

Argentina:
Pan-American & Iberic Federation of Intensive Care Medicine. Degree of Certification in Critical Care Medicine. Diploma of Accreditation, Lisbon, Portugal 1995.
National Academy of Medicine, Ciudad Autónoma de Buenos Aires, Argentina. Certification of Professional Physicians as Critical Care Specialist. 1993.
Certificate of Specialist Argentine Society of Critical Care, Ciudad Autónoma de Buenos Aires, Argentina. 1993
Specialist in Critical Care, Ministry of Health and Social Security, Federal District, Ciudad Autonoma de Buenos Aires, Argentina. 1991.
National License: #58049 October Active1980-March 1997 Book 17, Page 18
Province of Buenos Aires School 2nd District: #28446 08/1980 Book XI page192
Avellaneda, Province of Buenos Aires, Argentina.

Work Experience:

The Doctor's office:
102 Bay Street, Manchester, NH 03104
General Practice, November 2011-present.

American Red Cross Massachusetts Bay Chapter:
139 Main St Cambridge, MA 02142-1530
Health and Safety: Part Time Instructor in English and Spanish in CPR/AED Adults, Children, Infants and First Aid. 06/2011–present.

The Doctor's Office:
102 Bay Street, Manchester, NH 03104
First Line Theraphy Lifestyle Educator, Coach. 05/2011-present.

Caritas Saint Elizabeth's Medical Center.
736 Cambridge Street, Brighton, MA.02135
Department of Internal Medicine: Observer 03/2003- 12/2003

Laurence General Hospital,
1 General Street, Lawrence, MA. 01842

Observer, shadowing an Attending Neurologist 11/2002- 03/2003

Hewlett Packard, Medical Division
3000 Minuteman Rd, Andover MA. 01810
Medical Consultant for Latin America Field Operations 09/1997-12/1999

Navy Hospital Major Surgeon Pedro Mallo.
Patricias Argentinas 351, Ciudad Autónoma de Buenos Aires, Argentina.
Chief Surgical Care Unit
Clinic and administrative management of the Unit. Instructor for medical students and residents, 01/92—03/97

Colegiales Clinic
Conde 851, Ciudad Autónoma de Buenos Aires, Argentina
Critical Care Coordinator.
Contributed of the management of the Unit. Coordinator of Critical Care actualization courses. 07/1991-061993

Clinica Modelo Los Cedros.
San Justo, Provincia de Buenos Aires, Argentina
Chief, Intensive Care Unit
Clinic and administrative Management of the Unit. 07/1990-06/1991

Nephrologic Medical Center Oeste.
Ciudadela, Provincia de Buenos Aires, Argentina.
Attending Physician, Hemodialysis Unit. 02/1987-08/1988

Navy Hospital Major Surgeon Pedro Mallo,
Patricias Argentinas 351, Ciudad Autónoma de Buenos Aires, Argentina.
Attending Physician, Critical Care Unit. 07/1984-01/1992

Navy Hospital Major Surgeon Pedro Mallo.
Patricias Argentinas 351, Ciudad Autónoma de Buenos Aires, Argentina.
On call Physician, Coronary Care Unit. 01/84-071984

Bazterrica Clinic
Juncal 3002, Ciudad Autónoma de Buenos Aires, Argentina.
On call Physician, Critical Care Unit.09/1980-12/1987

Residencies/Fellowships

Caritas Saint Elizabeth's Medical Center

736 Cambridge St, Brighton, MA, 02135 United States of America.
General Surgery. 07/2004-06/2005
Marvin Lopez M.D, FACS, FRCSC,
Hackford Alan M.D.

University of Salvador
Post Graduate School of medicine
Tucumán 1845/59, Ciudad Autónoma de Buenos Aires, Argentina.
Universitary Extension Critical Care 05/1983-12/1984
Professor Eduardo Abbate MD, Course Director, Professor Luis J Gonzalez Montaner MD, Dean of School of Medicine

Carlos Durand Hospital
Cardiology Division
Díaz Vélez 5044, Ciudad Autónoma de Buenos Aires, Argentina
Cardiology-Internal Medicine. 03/1982-06/1984
Alberto Demartini MD., Professor German Strigler MD.

Ignacio Pirovano Hospital
Monroe 3555, Ciudad Autónoma de Buenos Aires, Argentina.
Internal Medicine. 03/1981-02/1982
Professor Navarret MD. Professor Cottone MD. 03 / 1981 - 02 / 1982

City of Buenos Aires Municipality
City of Buenos Aires Hospitals
Critical Care Units
Annual Course of theory and practice in Critical Care.
Professor Francisco Maglio MD., Claudio Goldini MD., Roberto Menendez MD.,Professor Roberto Padron MD. 03/1980-02/1981

Publications/ Presentations/Poster Sessions

Graciela Silvia Sironich, Biochemistry Faculty, UBA. Nutrition Department and Mater Dei, Nutrition in acute pancreatitis, Publication Date: 09 / 1999, Volume: 1, Pages: 235; 242.

Bazaluzzo J M; Sironich Graciela; Catalano H.; Quiroga J. La Prensa Medica Argentina, Nutritional Evaluation by anthropometric method. Publication Date: 11 / 1992, Volume: N/A.

Sironich Graciela; Catalano H.; Milei L.; Lancestremere M. Magazine XXIV Annual Meeting of the Argentine Society of Clinical Investigation. Sodium and plasmatic osmolarity variations in neurosurgical patients. Publication Date: 11 / 1989 , Volume: 1 /1989, Pages: N/A.

Volunteer Experience

American Red Cross Nashua Gateway Chapter
28 Concord Street, Nashua, NH 03064
Health and safety: CPR/AED for Adults, Children, Infants and First Aid Instructor. 04-2011-present.

American Cancer Society
Collaborated with 2009 Annual Fund
2009 Supporter, NH.

Spanish Hospital,
Belgrano 2975, Ciudad Autónoma de Buenos Aires, Argentina. 01209
Oncology Department, Voluntary Physician 01/1980-07/1980

Spanish Hospital,
Belgrano 2975, Ciudad Autónoma de Buenos Aires, Argentina. 01209
Emergency Room Volunteer. 03/1079-03/1980

Evita General Hospital,
Rio de Janeiro 1910, Lanús, Provincia de Buenos Aires, Argentina.
Emergency Room Volunteer. 09/1974-12/1974

Dr Jose Estevez Psychiatric Hospital,
Garibaldi 1400, Temperley, Provincia de Buenos Aires, Argentina.
Volunteer. 08/1972-07/1973

Hobbies & Interests

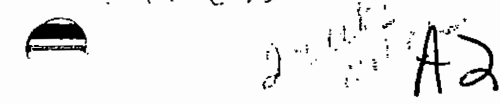
Travel
Reading fiction, nonfiction and history
Theater
Cooking

Language Fluency (other than English)
Spanish

Other Accomplishments.

New Hampshire Governor's Commission on Latino Affairs. Member of the Board. 05/ 2010-present. Secretary 11/2010-present
FLT Lifestyle Educator Certification. March 2011
American Red Cross Gateway Chapter: CPR/AED for Professional Rescuers and Healthcare providers Instructor Certification 04/08/2011
American Red Cross Gateway Chapter: CPR/AED for Adults, Child, Infant; First Aid Lay responder Certification. 03/21/2011
Fundamentals of Instructor Training Certification 03/21/2011

Ana Pancine



Objective	To obtain a position within an organization that offers me the opportunity to apply my experiences and academic expertise in the Financial field, and that provides me a chance to enhance my career knowledge.
Experience	**December 2006 – Present** **Hewlett-Packard** **Nashua, NH** **Service Resource Coordinator** *December 2006 - Presently* • Accountable for all metric reports for the PER Event team in a monthly basis. • Responsible for revenue booking for two districts. • Accountable to update, present and distribute all reports related to the department. • Provide quality reports for upper management to review the progress of the team. • Responsible for all the billings for Latin America.
	August 2001 – December 2006 **Electronic Data Systems(EDS)** **Nashua, NH** **Americas Business Analyst** *February 2004 – December 2006* • Manage ten cost centers with annual expenses of $9m and revenue of $18m, forecast on a quarterly basis, generate expense and revenue accruals, and establish budgetary guidelines for team members. • Variance reporting monthly for +/-1 % of forecasted to report to senior management. • Compile, reconcile, and obtain approval from customer for account metrics on a monthly basis. • Maintain global reporting of 200 employees with specific emphasis on geographic alignment, individual line counts, and organizational charts for account utilization and resource mapping • Approve time card for temporary employees, main contact for temporary agencies and responsible for hiring/releasing of temporary employees. • Main contact for all customers located in the Latin America territory. • Provided Financial Support for account closing.
	Quality Controller/ System Support Administrator *June 2003 – February 2005* • Main contact between administrators and system support to prioritize technical errors. • Responsible for weekly, monthly and quarterly quality review reporting. • Responsible for weekly and monthly geography reports. • Maintain all employee related spreadsheets updated. • Manage quality review reports to ensure policies and procedures are being followed. • Mentoring new hires in their assigned positions. • Communicating with manager for tools necessary for team. • Categorize and notify managers of any performance issues. • Provide support for team members with problem solving.
	Per Event Administrator *August 2001 – June 2003* • Responsible for billing revenue. • General office filing and organization. • Data Entry. • Assisting customer needs. • Solving any customer issues. • Revenue booking and customer assistance for Latin America/Caribbean territory. • Assistant and service provided for all customer located in the Latin America/Caribbean/Europe territory.
Skills	• Windows 98/2000/XP • SIFT – Financial Database • Microsoft Office • PEARS/CHAMP/WFM • NCAS/SAP • Fluent in Portuguese and Spanish.
Education	Hesser College • Bachelor of Science, Business Administration – Oct 2005 Southern NH University • Pursuing MBA and Financial/International Business Certification.

References Available upon request

JONATHAN W. BROWN

EDUCATION

2014 MBA - Masters Business Administration, University of Phoenix

2012 BSIT/BSA - Bachelor of Science Information Technology/Business Systems Analysis, University of Phoenix

EXPERIENCE

12/06 to pres. INDIAN STREAM HEALTH CENTER, INC., Colebrook, NH
(A nonprofit integrated system designated as a Federally Qualified Health Center with revenues of $6.60 million)

Chief Executive Officer (1/15 to present)

Responsibilities: Management of two delivery sites covering three states providing medical, mental health, substance misuse, and pharmacy services to approximately 4,000 patients annually. Reports to Board of Directors. Direct reports include Chief Financial Officer, Chief Health Officer, Compliance Director, grants management and marketing staff.

Accomplishments:

- National Committee for Quality Assurance (NCQA) Level III Patient-Centered Medical Home (PCMH) Accreditation
- 9% Operating Surplus in Fiscal Year 2015 and 8% Operating Surplus in Fiscal Year 2016
- Expansion of Oral Health, Mental Health, and Substance Misuse Services
- Hired eight clinical providers in 18 months (5 medical and 3 behavioral health)
- Instituted $15.00 livable wage
- Coordinated the development of a two-year strategic plan, including new Mission and Vision Statements
- Grown grant funding approximately 125% since 2015
- Hired, promoted or realigned the following positions: Chief Financial Officer, Chief Health Officer, Pharmacy Director, Behavioral Health Director, Medical Health Director and Director of Human Resources.

Chief Financial Officer (8/12 to 1/15)

Responsibilities: Management of $5+ million budget, including two delivery sites in three states providing medical, mental health, substance misuse, and pharmacy services to approximately 4,000 patients annually. Report to the Chief Executive Officer.

Direct reports included Information Systems Director, Facilities Directors, Front Desk and Scheduling Manager, and Revenue Cycle Manager.

Accomplishments:

- Increased Net Fee Revenue 15% from prior period
- Increased Gross Collections from 42% to 86%
- Reduced Fee Receivables by 60% and Bad Debt Allowance by 60%
- Aggregate Insurance Days in AR = 45
- Managed $500,000 capital renovation project at Colebrook, NH facility which included a pharmacy, facility generator, elevator, and ADA upgrades
- Opened retail and 340B Pharmacy in May 2013
- Managed Design/Build capital project to open satellite site in Canaan, VT in May 2014
- Averaged 9% Operating Margin Fiscal Years 2012 - 2015

Information Systems & Facilities Manager (12/06 to 7/12)

Responsibilities: Management of Electronic Health Record, Patient Management System, hardware, software, network, all data systems, facility and environmental safety and security. Report to Chief Financial Officer. Direct reports included Information Technology Assistant, Housekeepers.

Accomplishments:

- Facilitated implementation of Electronic Health Record and Patient Management System
- Transitioned paper payroll system to electronic system, including services from ADP
- Facilitated development of Bi-directional Lab interface with Hospital
- Managed $1 million capital project that included 2,400 sq/ft addition and renovations
- Managed capital campaign for above mentioned capital project that raised $188,000
- Authored first Information Technology and Facilities Management organizational policies and procedures manual

PROFESSIONAL/COMMUNITY AFFILIATIONS

Medical Group Management Association, 2017

American College of Healthcare Executives (enrolled in Fellowship Program), 2017

North Country Health Consortium (Board of Directors), 2017

(*Treasurer 2016 and 2017*)

North Country Community Care Organization (Board of Directors), 2017

New Hampshire Rural Accountable Care Organization (Board of Directors), 2017

North Country Chamber of Commerce (Board of Directors), 2011-2014, 2017

(*Vice President 2012 and President 2013*)

North Country Accountable Care Organization (Board Directors), 2015

George Washington University Geiger Gibson Capstone Fellowship in Community Health Policy and Leadership, 2015

Neil and Louise Tillotson Grantee Learning Community, 2013

Office of Rural Health Policy Rural Voices Leadership Institute, 2012

Leadership North Country Program, 2011

Bi-State Leadership Development Program, 2010-2011

REFERENCES

Available upon request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Kelleher	President and CEO	$191,102	0%	$0
Jonathan Brown	Clinical Director	$128,000	0%	$0
Patricia Robitaille	VP of Finance	$148,500	0%	$0
Ana Pancine	Controller	$89,100	0%	$0
Graciela Silvia Sironich-Kalkan, MD	Medical Director	$194,776	5%	$12,320

Subject: Primary Care Services for the Homeless of the City of Manchester (SS-2019-DPHS-19-PRIMA)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Manchester Health Department		1.4 Contractor Address 1528 Elm Street Manchester, NH 03101-1350	
1.5 Contractor Phone Number 603-628-6003	1.6 Account Number 05-95-90-902010-51900000-102-500731	1.7 Completion Date March 31, 2020	1.8 Price Limitation $155,650
1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9330	
1.11 Contractor Signature Joyce Craig		1.12 Name and Title of Contractor Signatory Joyce Craig, Mayor	
1.13 Acknowledgement: State of New Hampshire, County of Hillsborough On June 5, 2018, 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] Ryan P. Mahoney NOTARY PUBLIC State of New Hampshire My Commission Expires 2/11/2020			
1.13.2 Name and Title of Notary or Justice of the Peace Ryan Mahoney, Notary Public			
1.14 State Agency Signature Date: 6/8/18		1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR DPHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: Megan A. Yaple Attorney 6/11/18			
1.18 Approval by the Governor and Executive Council *(if applicable)* By: On:			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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Scope of Services

1. Provisions Applicable to All Services

1.1. The Vendor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

1.2. The Vendor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this contract, the Vendor shall be identified as a subrecipient, in accordance with 2 CFR 200.0. et seq.

1.4. The Vendor shall maximize billing to private and commercial insurances, Medicare and Medicaid for all reimbursable services rendered. The Department shall be the payor of last resort.

1.5. The Vendor shall remain in compliance with all applicable state and federal laws for the duration of the contract period, including but not limited to:

1.5.1. NH RSA 141-C and Administrative Rule He-P 301, adopted 6/3/08, which requires the reporting of all communicable diseases.

1.5.2. NH RSA 169:C, Child Protection Act; NH RSA 161-F46, Protective Services to Adults, NH RSA 631:6, Assault and Related Offences, and RSA 130:A, Lead Paint Poisoning and Control.

1.5.3. NH RSA 141-C and the Immunization Rules promulgated, hereunder.

2. Scope of Services

2.1. Preventative and Primary Health Care, as well as related Care Management and Enabling Services shall be provided to individuals who are considered homeless, of all ages, in the City of Manchester, who are:

2.1.1. Uninsured;

2.1.2. Underinsured;

2.1.3. Low-income (defined as <185% of the U.S. Department of Health and Human Services (USDHHS), Poverty Guidelines;

2.1.4. Lacking housing, including an individual whose primary residence during the night is a supervised public or private facility (e.g., shelters) that provides temporary living accommodations;

2.1.5. In transitional housing;

2.1.6. Unable to maintain their housing situation;

2.1.7. Forced to stay with a series of friends and/or extended family members, hence are considered homeless;

2.1.8. To be released from a prison or a hospital and do not have a stable housing situation to which they can return, especially if they were considered to be homeless prior to incarceration or hospitalization.

2.2. The Vendor shall use flexible hours and minimal use of appointment systems to provide primary care and enabling services to homeless individuals and families through the use of permanent office based locations and/or mobile or temporary delivery locations.

2.3. The Vendor shall continue to provide primary care and enable services to individuals, for a minimum of three hundred and sixty-four (364) calendar days following the individual's placement in permanent housing.

2.4. The Vendor shall provide Screening, Brief Intervention and Referrals to all individuals receiving care under this agreement.

2.5. The Vendor shall ensure primary care services are provided by a New Hampshire licensed Medical Doctor (MD), Doctor of Osteopathic Medicine (DO), Advanced Practice Registered Nurse (APRN) or Physician Assistant (PA) to eligible individuals in the service area.

2.6. The Vendor shall ensure primary care services include, but are not limited to:

2.6.1. Reproductive health services.

2.6.2. Behavioral health services.

2.6.3. Preventive services, screenings and health education in accordance with established, documented state or national guidelines.

2.6.4. Pathology, radiology, surgical and CLIA certified laboratory services either on-site or by referral.

2.6.5. Assessment of need and follow-up/referral as indicated for:

2.6.5.1. Tobacco cessation, including referral to QuitWorks-NH, www.QuitWorksNH.org.

2.6.5.2. Social services.

2.6.5.3. Chronic Disease management, including disease specific referral and self-management education such as referral to Diabetes Self-Management Education (DSME) as recommended by American Diabetes Association (ADA).

2.6.5.4. Nutrition services, including Women, Infants and Children (WIC) Food and Nutrition Service, as appropriate;

2.6.5.5. Screening, Brief Intervention and Referral to Treatment (SBIRT) services, including but not limited to contact with the Regional Public Health Network Continuum of Care Development Initiative.

2.6.5.6. Referrals to health, home care, oral health and behavioral health specialty providers who offer sliding scale fees, when available.

2.7. The Vendor shall provide care management for individuals enrolled for primary care services, which includes, but is not limited to:

2.7.1. Integrated and coordinated services that ensure patients receive necessary care, including behavioral health and oral care when and where it is needed and wanted, in a culturally and linguistically appropriate manner.

2.7.2. Direct access to a healthcare provider by telephone twenty-four (24) hours per day, seven (7) days per week, directly, by referral or subcontract.

2.7.3. Care facilitated by registries; information technology; health information exchanged.

2.7.4. An integrated model of primary care, which includes, but is not limited to:

2.7.4.1. Behavioral health;

2.7.4.2. Oral health;

2.7.4.3. Use of navigators and case management; and

2.7.4.4. Co-location of services and system-level integration of care.

2.8. The Vendor shall provide and facilitate enabling services, which are non-clinical services that support the delivery of basic primary care services, and facilitate access to comprehensive patient care as well as social services that include, but are not limited to:

2.8.1. Case Management.

2.8.2. Benefit counseling.

2.8.3. Health insurance eligibility and enrollment assistance.

2.8.4. Health education and supportive counseling.

2.8.5. Interpretation/translation for individuals with Limited English Proficiency or other communication needs.

2.8.6. Outreach, which may include the use of community health workers.

2.8.7. Transportation.

2.8.8. Education of patients and the community regarding the availability and appropriate use of health services.

2.8.9. The Vendor will submit at least one annual Workplan that includes a detailed description of the enabling services funded by this contract. This shall be developed and submitted according to the schedule and instructions provided by MCHS. The vendor will be notified at

least thirty (30) days in advance of any changes in the submission schedule.

2.9. Eligibility Determination Services

2.9.1. The Vendor shall notify the Department, in writing, if access to Primary Care or SBIRT Services for new patients are limited or closed for more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

2.9.2. The Vendor shall assist individuals with completing a Medicaid/Expanded Medicaid and other health insurance application when income calculations indicate possible Medicaid eligibility.

2.9.3. The Vendor shall post a notice in a public and conspicuous location noting that no individual will be denied services for an inability to pay.

2.9.4. The Vendor shall develop and implement a sliding fee scale for services in accordance with the Federal Poverty Guidelines. The Vendor shall;

2.9.4.1. Make the sliding fee scale available to the Department upon request; and

2.9.4.2. Update the sliding fee scale on an annual basis, when new Federal Poverty Guidelines are released; and

2.9.4.3. Provide updated sliding fee scales to the Department for review and approval prior to implementation.

2.10. Coordination of Services

2.10.1. The Vendor shall coordinate with other service providers, within the community, whenever possible, including, but not limited to collaboration with interagency referrals and to deliver coordination of care.

2.10.2. The Vendor shall participate in activities within their Public Health Region, as appropriate, to enhance the integration of community-based public health prevention and healthcare initiatives being implemented, including but not limited to:

2.10.2.1. Community needs assessments;

2.10.2.2. Public health performance assessments; and

2.10.2.3. Regional health improvement plans under development.

2.10.3. The Vendor shall participate in and coordinate public health activities, as requested by the Department, during any disease outbreak and/or emergency that affects the public's health.

3. Staffing

3.1. The Vendor shall ensure all health and allied health professions have the

appropriate, current New Hampshire licenses whether directly employed, contracted or subcontracted.

3.2. The Vendor shall employ a medical services director with special training and experience in primary care who shall participate in quality improvement activities and be available to other staff for consultation, as needed.

3.3. The Vendor shall notify the Maternal and Child Health Section (MCHS), in writing, of any newly hired administrator, clinical coordinator or any staff person essential to providing contracted services and include a copy of the individual's resume, within thirty (30) days of hire.

3.4. The Vendor shall notify the MCHS, in writing, when:

3.4.1. Any critical position is vacant for more than thirty (30) days;

3.4.2. There is not adequate staffing to perform all required services for any period lasting more than thirty (30) consecutive days or any sixty (60) non-consecutive days.

4. Reporting/Deliverables

4.1. Required Meetings & Trainings

4.1.1. The Vendor shall attend meetings and trainings facilitated by the MCHS programs that include, but are not limited to:

4.1.1.1. MCHS Agency Directors' meetings;

4.1.1.2. MCHS Primary Care Coordinators' meetings, which are held two (2) times per year, which may require attendance by agency quality improvement staff; and

4.1.1.3. MCHS Agency Medical Services Directors' meetings.

4.2. Workplans, Outcome Reports & Additional Reporting Requirements

4.2.1. The Vendor shall collect and report data as detailed in Exhibit A-1 "Reporting Metrics" according to the Exhibit A-2 "Report Timing Requirements".

4.2.2. The Vendor shall submit reports as defined within Exhibit A-2 "Report Timing Requirements".

4.2.3. The Vendor shall submit an updated budget narrative, within thirty (30) days of the contract execution date and annually, as defined in Exhibit A-2 "Report Timing Requirements". The budget narrative shall include, at a minimum;

4.2.3.1. Staff roles and responsibilities, defining the impact each role has on contract services;

4.2.3.2. Staff list, defining;

4.2.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

4.2.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

4.2.4. In addition to the report defined within Exhibit A-2 "Report Timing Requirements", the Vendor shall submit a Sources of Revenue report at any point when changes in revenue threaten the ability of the agency to carry out the planned program.

4.2.5. In addition to the reporting defined within Exhibit A-2, "Report Timing Requirements", the Vendor must maintain documentation for each individual receiving services described in this contract, that includes, but is not limited to;

4.2.5.1. Family income;

4.2.5.2. Family size; and

4.2.5.3. Income in relation to the Federal Poverty Guidelines.

4.3. On-Site Reviews

4.3.1. The Vendor shall permit a team or person authorized by the Department to periodically review the Vendor's:

4.3.1.1. Systems of governance.

4.3.1.2. Administration.

4.3.1.3. Data collection and submission.

4.3.1.4. Clinical and financial management.

4.3.1.5. Delivery of education services.

4.3.1.6. Delivery of Primary Care Services within the Specific County of service

4.3.2. The Vendor shall cooperate with the Department to ensure information needed for the reviews is accessible and provided. The Vendor shall ensure information includes, but is not limited to:

4.3.2.1. Client records.

4.3.2.2. Documentation of approved enabling services and quality improvement projects, including process and outcome evaluations.

4.3.3. The Vendor shall take corrective actions, as advised by the review team, if services provided are not in compliance with the contract requirements.

4.4. Quality Improvement

4.4.1. The Vendor shall develop, define, facilitate and implement a minimum of two (2) Quality Improvement (QI) projects, which consist of systematic and continuous actions that lead to measurable improvements in health care services and the health status of

targeted patient groups.

4.4.1.1. One (1) quality improvement project must focus on the performance measure as designated by MCHS. (Defined as Patient Safety: Falls Screening for SFY 2018 – 2019)

4.4.1.2. The other(s) will be chosen by the vendor based on previous performance outcomes needing improvement.

4.4.2. The Vendor shall utilize Quality Improvement Science to develop and implement a QI Workplan for each QI project. The QI Workplan will include:

4.4.2.1. Specific goals and objectives for the project period; and

4.4.2.2. Evaluation methods used to demonstrate improvement in the quality, efficiency, and effectiveness of patient care.

4.4.3. The Vendor shall include baseline measurements for each area of improvement identified in the QI projects, to establish health care services and health status of targeted patient groups to be improved upon.

4.4.4. The Vendor may utilize activities in QI projects that enhance clinical workflow and improve patient outcomes, which may include, but are not limited to:

4.4.4.1. EMR prompts/alerts.

4.4.4.2. Protocols/Guidelines.

4.4.4.3. Diagnostic support.

4.4.4.4. Patient registries.

4.4.4.5. Collaborative learning sessions.

5. Performance Measures

5.1. The Vendor shall ensure that the following performance indicators are annually achieved and monitored quarterly to measure the effectiveness of the agreement:

5.1.1. Annual improvement objectives shall be defined by the vendor and submitted to the Department. Objectives shall be measurable, specific and align to the provision of primary care services defined within Exhibit A-1 "Reporting Metrics"

1. <u>Definitions</u>
   1.1. **Measurement Year** – Measurement Year consists of 365 days and is defined as either:
      1.1.1. The calendar year, (January 1st through December 31st); or
      1.1.2. The state fiscal year (July 1st through June 30th).
   1.2. **Medical Visit** – Medical visit is defined as any office visit including all well-care and acute-care visits.
   1.3. **HEDIS** – Healthcare Effectiveness Data and Information Set
   1.4. **NQF** – National Quality Forum
   1.5. **Title V** – Federal Maternal and Child Health Services Block Grant
   1.6. **UDS** – Uniform Data System
   1.7. **NH MCHS** – New Hampshire Maternal and Child Health Section
2. **<u>MCHS PRIMARY CARE FOR THE HOMELESS PERFORMANCE MEASURES</u>**
   2.1. **Preventive Health: Depression Screening**
      2.1.1. Percentage of patients ages twelve (12) and older screened for clinical depression using an age appropriate standardized depression screening tool <u>AND</u> if positive, a follow-up plan is documented on the date of the positive screen (NQF 0418, UDS).
         2.1.1.1. <u>Numerator:</u> Patients twelve (12) years and older who are screened for clinical depression using an age-appropriate standardized depression screening tool **<u>AND</u>** if positive, a follow-up plan documented.
         2.1.1.2. <u>Numerator Note:</u> Numerator equals screened negative PLUS screened positive who have documented follow-up plan.
         2.1.1.3. <u>Denominator:</u> All patients twelve (12) years and older by the end of the measurement year who had at least one (1) medical visit during the measurement year.
         2.1.1.4. <u>Denominator Exception:</u> Depression screening not performed due to medical contraindicated or patient refusal.
         2.1.1.5. <u>Definition of Follow-Up Plan:</u> Proposed outline of treatment to be conducted as a result of clinical depression screen. Such follow-up must include further evaluation if screen is positive and may include documentation of a future appointment, education, additional evaluation such as suicide risk assessment and/or referral to practitioner who is

qualified to diagnose and treat depression, and/or notification of primary care provider.

2.2. **Preventive Health: Obesity Screening**

2.2.1. Percentage of patients aged 18 years and older with a calculated BMI in the past six months or during the current visit documented in the medical record AND if the most recent BMI is outside of normal parameters, a follow-up plan is documented (NQF 0421, UDS).

2.2.1.1. Normal parameters: Age 65 and older BMI ≥ 23 and < 30

2.2.1.2. Age 18 through 64 BMI ≥ 18.5 and < 25

2.2.1.3. Numerator: Patients with BMI calculated within the past six months or during the current visit and a follow-up plan documented if the BMI is outside of parameters (Normal BMI + abnormal BMI with documented plan).

2.2.1.4. Definition of Follow-Up Plan: Proposed outline of follow-up plan to be conducted as a result of BMI outside of normal parameters. The follow-up plan can include documentation of a future appointment, education, referral (such as registered dietician, nutritionist, occupational therapist, primary care physician, exercise physiologist, mental health provider, surgeon, etc.), prescription of/administration of dietary supplements, exercise counseling, nutrition counseling, etc.

2.2.1.5. Denominator: All patients aged 18 years and older who had at least one (1) medical visit during the measurement year.

2.3. **Preventive Health: Tobacco Screening**

2.3.1. Percent of patients aged 18 years and older who were screened for tobacco use at least once during the measurement year or prior year AND who received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user (UDS).

2.3.1.1. Numerator: number of patients in the denominator for whom documentation demonstrates that patients were queried about their tobacco use one or more times during their most recent visit OR within twenty-four (24) months of the most recent visit and received tobacco cessation counseling intervention and/or pharmacotherapy if identified as a tobacco user.

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2.3.1.2. Numerator Note: Numerator equals queried non-smokers PLUS queried smokers with documented counseling intervention and/or pharmacotherapy.

2.3.1.3. Denominator: All patients aged 18 years and older during the measurement year, with at least one (1) medical visit during the measurement year, and with at least two (2) medical visits ever.

2.3.1.4. Definitions:

2.3.1.4.1. Tobacco Use: Includes any type of tobacco.

2.3.1.4.2. Cessation Counseling Intervention: Includes counseling or pharmacotherapy.

2.4. **At Risk Population: Hypertension**

2.4.1. Percentage of patients aged 18 through 85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90mmHG) during the measurement year (NQF 0018).

2.4.1.1. Numerator: Number of patients from the denominator with blood pressure measurement less than 140/90 mm HG at the time of their last measurement.

2.4.1.2. Denominator: Number of patients age 18 through 85 with diagnosed hypertension (must have been diagnosed with hypertension 6 or more months before the measurement date) who had at least one (1) medical visit during the measurement year. (Excludes pregnant women and patients with End Stage Renal Disease.)

2.5. **Patient Safety: Falls Screening**

2.5.1. Percent of patients aged 65 years and older who were screened for fall risk at least once within 12 months (NH MCHS).

2.5.1.1. Numerator: Patients who were screened for fall risk at least once within the measurement year.

2.5.1.2. Denominator: All patients aged 65 years and older seen by a health care provider within the measurement year.

2.6. **SBIRT**

2.6.1. SBIRT – Percent of patients aged 18 years and older who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, received a brief intervention or referral to services (NH MCHS).

Contractor Initials: JC
Date: 6/5/18

2.6.1.1. Numerator: Number of patients in the denominator who were screened for substance use, using a formal valid screening tool, during an annual physical AND if positive, who received a brief intervention and/or referral to services.

2.6.1.2. Numerator Note: Numerator equals screened negative PLUS screened positive who have documented brief intervention and/or referral to services.

2.6.1.3. Denominator: Number of patients aged 18 years and older seen for annual/preventive visit within the measurement year.

2.6.1.4. Definitions:

2.6.1.4.1. Substance Use: Includes any type of alcohol or drug.

2.6.1.4.2. Brief Intervention: Includes guidance or counseling.

2.6.1.4.3. Referral to Services: includes any recommendation of direct referral for substance abuse services.

Exhibit A-2 – Report Timing Requirements

1.1. **Primary Care Services for the Homeless Reporting Requirements**

1.1.1. The reports are required due on the date(s) listed, or, in years where the date listed falls on a non-business day, reports are due on the Friday immediately prior to the date listed.

1.1.2. The Vendor is required to complete and submit each report, following instructions sent by the Department

1.1.3. An updated budget narrative must be provided to the Department, within thirty (30) days of contract approval. The budget narrative must include, at a minimum;

1.1.3.1. Staff roles and responsibilities, defining the impact each role has on contract services

1.1.3.2. Staff list, defining;

1.1.3.2.1. The Full Time Equivalent percentage allocated to contract services, and;

1.1.3.2.2. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2. **Annual Reports**

1.2.1. The following reports are required annually, on or prior to;

1.2.1.1. March 31st;

1.2.1.1.1. Uniform Data Set (UDS) Data tables reflecting program performance for the previous calendar year;

1.2.1.1.2. Budget narrative, which includes, at a minimum;

1.2.1.1.3. Staff roles and responsibilities, defining the impact each role has on contract services

1.2.1.1.4. Staff list, defining;

1.2.1.1.5. The Full Time Equivalent percentage allocated to contract services, and;

1.2.1.1.6. The individual cost, in U.S. Dollars, of each identified individual allocated to contract services.

1.2.1.2. July 31st;

Contractor Initials: JC
Date: 6/5/18

Exhibit A-2 – Report Timing Requirements

1.2.1.2.1. Summary of patient satisfaction survey results obtained during the prior contract year, specific to patients served within Merrimack and Northern Hillsborough Counties;

1.2.1.2.2. Quality Improvement (QI) Workplans, Performance Outcome Section

1.2.1.2.3. Enabling Services Workplans, Performance Outcome Section

1.2.1.3. September 1st;

1.2.1.3.1. QI workplan revisions, as needed;

1.2.1.3.2. Enabling Service Workplan revisions, as needed;

1.2.1.3.3. Correction Action Plan (Performance Measure Outcome Report), as needed;

1.3. **Semi-Annual Reports**

1.3.1. Primary Care Services Measure Data Trend Table (DTT), due on;

1.3.1.1. July 31 (measurement period July 1– June 30); and

1.3.1.2. January 31 (measurement period January 1 – December 31).

1.4. **The following report is required 30 days following the end of each quarter, beginning in State Fiscal Year 2018;**

1.4.1. Perinatal Client Data Form (PCDF), for the entire population served by the Contractor;

1.4.1.1. Due on April 30, July 31, October 31 and January 31

Contractor Initials: JC
Date: 6/5/18

Method and Conditions Precedent to Payment

1. The State shall pay the contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon meeting the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (https://www.cfda.gov) #93.994, Maternal and Child Health Services Block Grant to the States

3. The Contractor shall not use or apply contract funds for capital additions, improvements, entertainment costs or any other costs not approved by the Department.

4. Payment for services shall be as follows:

   4.1. Payments shall be on a cost reimbursement basis for approved actual costs in accordance with Exhibits B-1 through Exhibit B-3.

   4.2. The Contractor shall submit invoices in a form satisfactory to the State no later than the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor agrees to keep detailed records of their activities related to Department-funded programs and services.

      4.2.1. Expenditure detail may be requested by the Department on an intermittent basis, which the Contractor must provide.

      4.2.2. Onsite reviews may be required.

   4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

   4.4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHScontractbilling@dhhs.nh.gov, or invoices may be mailed to:

      Financial Administrator

      Department of Health and Human Services

      Division of Public Health

      29 Hazen Dr.

      Concord, NH 03301

Exhibit B

4.5. The final invoice shall be due to the State no later than forty (40) days after the date specified in Form P-37, Block 1.7 Completion Date.

4.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

5. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjusting encumbrances between State Fiscal Years within the price limitation may be made without obtaining approval of the Governor and Executive Council, upon written agreement of both parties.

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Health Department

Budget Request for: Primary Care for the Homeless

Budget Period: SFY 2018

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 13,832	$ -	$ 13,832	$ -	$ -	$ -	$ 13,832	$ -	$ 13,832
2. Employee Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Consultants	$ 4,420	$ -	$ 4,420	$ -	$ -	$ -	$ 4,420	$ -	$ 4,420
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):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dental care for uninsured	$ 904	$ -	$ 904	$ -	$ -	$ -	$ 904	$ -	$ 904
MHD Adm	$ 300	$ -	$ 300	$ -	$ -	$ -	$ 300	$ -	$ 300
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 19,456	$ -	$ 19,456	$ -	$ -	$ -	$ 19,456	$ -	$ 19,456

Indirect As A Percent of Direct 0.0%

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Health Department

Budget Request for: Primary Care for the Homeless
(Name of RFP)

Budget Period: SFY 19 — Total $77,825

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 44,246	$ -	$ 44,246	$ -	$ -	$ -	$ 44,246	$ -	$ 44,246
2. Employee Benefits	$ 13,274	$ -	$ 13,274	$ -	$ -	$ -	$ 13,274	$ -	$ 13,274
3. Consultants	$ 17,680	$ -	$ 17,680	$ -	$ -	$ -	$ 17,680	$ -	$ 17,680
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):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CHAN IT support	$ 1,425	$ -	$ 1,425	$ -	$ -	$ -	$ 1,425	$ -	$ 1,425
MHD Adm	$ 1,200	$ -	$ 1,200	$ -	$ -	$ -	$ 1,200	$ -	$ 1,200
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 77,825	$ -	$ 77,825	$ -	$ -	$ -	$ 77,825	$ -	$ 77,825

Indirect As A Percent of Direct 0.0%

Exhibit B-3

New Hampshire Department of Health and Human Services

Bidder/Program Name: Manchester Health Department

Budget Request for: Primary Care for the Homeless

Budget Period: SFY 2020 7/1/2019 - 3/31/2020 Total $58,369

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	$ 33,782	$ -	$ 33,782	$ -	$ -	$ -	$ 33,782	$ -	$ 33,782
2. Employee Benefits	$ 10,135	$ -	$ 10,135	$ -	$ -	$ -	$ 10,135	$ -	$ 10,135
3. Consultants	$ 13,260	$ -	$ 13,260	$ -	$ -	$ -	$ 13,260	$ -	$ 13,260
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):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
CHAN IT support	$ 292	$ -	$ 292	$ -	$ -	$ -	$ 292	$ -	$ 292
MHD Adm	$ 900	$ -	$ 900	$ -	$ -	$ -	$ 900	$ -	$ 900
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 58,369	$ -	$ 58,369	$ -	$ -	$ -	$ 58,369	$ -	$ 58,369

Indirect As A Percent of Direct 0.0%

6/5/18

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   - 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   - 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

    CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

    (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

    (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3:908 of the Federal Acquisition Regulation.

    (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
    When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

   4. CONDITIONAL NATURE OF AGREEMENT.
   Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. The Division reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
    1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    1.2. Establishing an ongoing drug-free awareness program to inform employees about
        1.2.1. The dangers of drug abuse in the workplace;
        1.2.2. The grantee's policy of maintaining a drug-free workplace;
        1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
        1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
    1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
    1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
        1.4.1. Abide by the terms of the statement; and
        1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
    1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

6/5/18
Date

Joyce Craig
Name: Joyce Craig
Title: Mayor

CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Contractor Name:

6/5/18
Date

Name: Joyce Craig
Title: Mayor

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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Date 6/5/18

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

6/5/18
Date

[signature]
Name: Joyce Craig
Title: Mayor

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.

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:

6/5/18
Date

Joyce Craig
Name: Joyce Craig
Title: Mayor

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/5/18
Date

Name: Joyce Craig
Title: Mayor

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Contractor Initials 9C

Date 6/5/18

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) <u>Obligations and Activities of Business Associate</u>.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	City of Mancheter
The State	Name of the Contractor
[signature]	[signature]
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Joyce Craig
Name of Authorized Representative	Name of Authorized Representative
Director, Division Public Hlth Svcs	Mayor
Title of Authorized Representative	Title of Authorized Representative
6/8/18	6/5/18
Date	Date

CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
    10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

6/5/18
Date

Name: Joyce Craig
Title: Mayor

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 790913636

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO ____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   ____ NO X YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: ____________ Amount: ________

   Name: ____________ Amount: ________

   Name: ____________ Amount: ________

   Name: ____________ Amount: ________

   Name: ____________ Amount: ________

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

CERTIFICATE OF VOTE

I, Matthew Normand, do hereby certify that:
(Name of the City Clerk of the Municipality)

1. I am duly elected City Clerk of the City of Manchester

2. The following is a true copy of an action duly adopted at a meeting of the Board of Mayor and Aldermen duly held on June 5, 2018,

RESOLVED: That this Municipality enter into an agreement with the State of New Hampshire, Department of Health and Human Services.

RESOLVED: That Joyce Craig,
(Mayor of the City of Manchester)
hereby is authorized on behalf of this municipality to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

3. The foregoing action on has not been amended or revoked and remains in full force and effect as of June 5, 2018

4. Joyce Craig (is/are) the duly elected Mayor of the City of Manchester.

(Signature of the Clerk of the Municipality)

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledge before me this 5th day of

June, 2018 by Matthew Normand.
(Name of Person Signing Above)

(NOTARY SEAL)

Ryan Mahoney
(Name of Notary Public)

Title: Notary Public/Justice of the Peace
Commission Expires: 2/11/20

Ryan P. Mahoney
NOTARY PUBLIC
State of New Hampshire
My Commission Expires 2/11/2020

Kevin J. O'Neil
Risk Manager

CITY OF MANCHESTER

Office of Risk Management

CERTIFICATE OF COVERAGE

NH DHHS
129 Pleasant Street
Concord, New Hampshire 03301

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage within the financial limits of RSA 507-B as follows:

	Limits of Liability (in thousands 000)	
GENERAL LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	925
AUTOMOBILE LIABILITY	Bodily Injury and Property Damage	
	Each Person	275
	Each Occurrence	925
WORKER'S COMPENSATION	Statutory Limits	

The City of Manchester, New Hampshire maintains a Self-Insured, Self-Funded Program and retains outside claim service administration. All coverages are continuous until otherwise notified. Effective on the date Certificate issued and expiring upon completion of contract. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the limits described herein is subject to all the terms, exclusions and conditions of RSA 507-B.

DESCRIPTION OF OPERATIONS/LOCATION/CONTRACT PERIOD
For the City of Manchester's Primary Care Services for the homeless grant from May 15, 2018 through March 31, 2020.

Issued the 15th day of May, 2018.

Risk Manager

One City Hall Plaza • Manchester, New Hampshire 03101 • (603) 624-6503 • FAX: (603) 624-6528
TTY: 1-800-735-2964
E-Mail: koneil@manchesternh.gov • Website: www.manchesternh.gov

Timothy M. Soucy, MPH, REHS
Public Health Director

Anna J. Thomas, MPH
Deputy Public Health Director

BOARD OF HEALTH
Stephanie P. Hewitt, MSN, FNP-BC
Elaine M. Michaud, Esquire
Christopher N. Skaperdas, DMD
Ellen Smith Tourigny
Tanya A. Tupick, DO

CITY OF MANCHESTER
Health Department

BOARD OF HEALTH MEMBERS:

Members: Elaine M. Michaud, Esquire
Devine, Millimet & Branch, P.A.

Christopher N. Skaperdas, DMD
Christopher N. Skaperdas, PLLC

Stephanie P. Hewitt, MSN, FNP-BC
Southern New Hampshire University

Ellen Smith Tourigny
Certified Chemistry Teacher
Central High School

Tanya A. Tupick, D.O.
Catholic Medical Center Urgent Care

1528 Elm Street • Manchester, New Hampshire 03101 • (603) 624-6466
Administrative Fax: (603) 624-6584 ~ Community Health Fax: (603) 665-6894
Environmental Health & School Health Fax: (603) 628-6004
E-mail: health@manchesternh.gov • Website: www.manchesternh.gov/health

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, an the general public on environmental health issues. Planned and conducted professional public health training programs. Coordinated epidemiological investigations for specific disease outbreaks. Supervised division staff and evaluated personnel performance.

02/90 - 08/94: Environmental Health Specialist / Sanitarian
Performed duties related to a comprehensive environmental health program, including, but not limited to inspection of food service facilities, investigation of foodborne illnesses, inspection of institutional facilities, swimming pool inspections, indoor air quality investigations, inspections of septic systems, investigation of public health nuisances, and investigation of childhood lead poisoning cases.

PROFESSIONAL CERTIFICATIONS

- Registered Environmental Health Specialist, National Environmental Health Association, Number 85241 (Inactive)
- Designer of Subsurface Sewage Disposal Systems, State of New Hampshire, Permit number 1273 (Active)
- ServSafe Food Protection Manager Certification Course, National Restaurant Association, 1998 (Inactive)

PROFESSIONAL ORGANIZATIONS

- 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

Gabriela Walder, MS, CPM

Education: State of NH Certified Public Management Program – Completed 2009

State of NH Certified Public Supervisor Program – Completed 2004

Southern New Hampshire University – Graduated May 2001
Master of Science in Accounting
Undertook and completed all coursework while employed full time

Southern New Hampshire University – Graduated May 1993
Bachelors in Business Administration – Major in Human Resources
Undertook and completed all coursework while employed full time

Manchester Central High School – Graduated June 1987
Excelled in advanced courses

11/04 to Present City of Manchester Health Dept/Business Svcs Officer

* Administer & manage fiscal operations for Health Dept
* Advise dept head & supervisory personnel on fiscal matters
* Maintain and reconciles over 20 State and federally funded grants
* Assist in the preparation of annual budget
* Provide Human Resource support for all new hires and current employees
* Process Accounts payable, payroll, & accounts receivables
* Monitor & review general ledger, accounts receivable, payroll, purchasing, accounts payable, cash flow, budget, and other related reports as needed
* Perform other directly related duties consistent the classification

7/98 to 11/04 City of Manchester HR/Compensation Mgr

- Process payroll for the City of Manchester
- Prepare reports in Cognos for departments as needed
- Prepare annual budgets for salary and benefits for entire City
- Prepare 941 and State Unemployment Rpt on quarterly basis
- Analyze and reconcile salary and benefit accounts
- Assisted in financial software conversion for entire City
- Supervise three employees
- Extensive knowledge of Federal & State labor laws

11/97 to 7/98 Manchester School District Account Clerk

- Processed payables for School department
- Prepared purchase orders as required by departments
- Analyzed and reconciled various accounts
- Prepared financial queries and reports as requested by Administrator

Gabriela Walder, MS, CPM

4/97 to 11/97 Digital Equipment Corporation CIP Accountant

- Maintained CIP balances and capitalized fixed assets
- Responsible for month end interplant processing and reconciliations
- Processed journal entries for CIP
- Processed paperwork for asset transfers and write-offs

11/95 to 4/97 Digital Equipment Corporation Lead Accountant

- Responsible for processing invoices for US and Canada
- Resolved problems/issues with vendors and buyers
- Reconciled several ledger accounts
- Prepared various monthly reports for management

4/94 to 11/95 Moore Business Forms Cost Accountant

- Assisted in preparation of quarterly and annual budgets
- Prepared normal hour rates, job costs, and accounting cost reports
- Assisted with weekly payroll processing
- Worked with monthly financial statements
- Performed other duties as requested by Accountant and Controller

8/90 to 4/94 Moore Business Forms Senior Accountant

- Reconciled several ledger accounts and worked with Financial Statements
- Approved the payment of invoices
- Controlled capital expenses and maintained fixed asset files
- Assisted with payroll and provided complete coverage when needed

3/89 to 8/90 Moore Business Forms Accounts Payable Clerk

- Processed invoices for payment and resolved problems as needed
- Verified information on invoices and matched to pertaining orders
- Maintained vendor files

5/88 to 3/89 Moore Business Forms Purchasing Clerk

- Contacted vendors regarding past due orders
- Responsible for special order materials
- Assisted the Purchasing Agent and the Accounts Payable Clerk

Technical Skills: Proficient in Microsoft Word, Excel, PowerPoint, Cognos, HTE, AS-400 Query, can type over 65 w.p.m., fluent in writing and speaking Spanish.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Timothy Soucy	Public Health Director	$142,644	0.0%	$0.00
Gabriela Walder	Business Services Officer	$94,698	0.0%	$0.00