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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF COMMUNITY BASED CARE SERVICES

*Bureau of Drug and Alcohol Services*

Nicholas A. Toumpas  
Commissioner

Diane Langley  
Director

105 PLEASANT STREET, CONCORD, NH 03301  
603-271-6738 1-800-804-0909  
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 18, 2015

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Drug and Alcohol Services to enter into an agreement with the vendors listed below for the provision of the Screening, Brief Intervention, and Referral to Treatment Services, in an amount not to exceed \$337,172, effective upon Governor and Executive Council approval through June 30, 2015. 100% Federal Funds.

Funds are available in the following account in State Fiscal Year 2015 with the authority to adjust budget lines within the price limitation without further approval from Governor and Executive Council if needed and justified.

**05-095-049-491510-29900000-102-500734-49156501, Department of Health and Human Services, Bureau of Alcohol and Drug Services, SBIRT**

SFY	Vendor	Vendor Code	Location	Class Title	Amount
2015	Families First of the Greater Seacoast.	166629-B001	Portsmouth	Contracts for Program Services	\$45,000
2015	Goodwin Community Health	154703-B001	Somrsworth	Contracts for Program Services	\$76,050
2015	Health First Family Care Center	158221-B001	Franklin	Contracts for Program Services	\$80,608
2015	Harbor Homes, Inc.	155358-B001	Nashua	Contracts for Program Services	\$75,000
2015	Manchester Community Health Center	157274-B001	Manchester	Contracts for Program Services	\$60,514
				<b>Total:</b>	<b>\$337,172</b>

## EXPLANATION

This package contains five (5) of five (5) agreements with Community Health Centers to build statewide capacity for the implementation of Screening, Brief Intervention and Referral to Treatment program services for individuals who are eighteen (18) years of age or older, as well as pregnant women who are eligible for Community Health Center services.

Traditionally, intervention services only focused on individuals with existing severe substance use problems and on individuals who met the criteria for substance use disorder, as defined by the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, (DSM-5; American Psychiatric Association 2013). The United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration adopted a public health model that now allows for screening of individuals to identify risky or hazardous substance use prior to the onset of a substance use disorder.

The public health model for screening, brief intervention and referral to treatments allows clinicians and other qualified staff to integrate universal screening for potential substance use issues into primary healthcare; provide brief interventions to reduce the risk of harm for those who screen 'at risk;' and refer those in need of treatment services to other agencies as appropriate. The selected vendors will build infrastructure within the services currently offered at community health centers in order to fully implement the evidence based model of Screening, Brief Intervention, and Referral to Treatment services.

The Department of Health and Human Services issued a Request for Proposals on September 30, 2014 to solicit proposals from community health centers for the development of infrastructure to implement Screening, Brief Intervention, and Referral to Treatment Services. The request for proposals was available on the Department of Health and Human Services' website from September 30, 2014 through November 7, 2014. Five (5) proposals were received and all five (5) vendors were selected for funding. The bid sheet is attached.

Vendors will use funding to train staff, hire new medical assistants and/or qualified behavioral health staff necessary to institute and/or review Screening, Brief Intervention and Referral to Treatment services. Staff training includes the integration of primary care and behavioral health teams to ensure program activities are conducted with fidelity to the Screening, Brief Intervention, and Referral to Treatment model.

Vendors will also purchase supplies and equipment that will be used specifically for integrating Screening, Brief Intervention and Referral to Treatment services into their everyday practices. The funding will also be used to support activities that will assist with building, modifying and/or enhancing technology based care approaches and electronic health record systems in order to include, extend, track and record Screening, Brief Intervention and Referral to Treatment services.

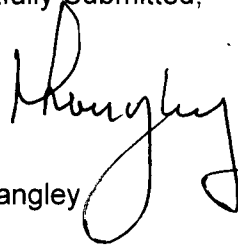
Should the Governor and Executive Council not approve this request, individuals in the State of New Hampshire would not receive the medical screening needed to provide intervention and/or referral services, which could result in an increase of Substance Use Disorders, statewide. Problems related to untreated Substance Use Disorders could result in increased costs to the the State in Medicaid payments and law enforcement, corrections, and child welfare expenses, as well as lost lives.

Area Served: Statewide

Source of Funds: 100% Federal Block Grant Funds CFDA # 93.959. Department of Health & Human Services, Substance Abuse and Mental Health Administration, Block Grants for Prevention and Treatment of Substance Abuse

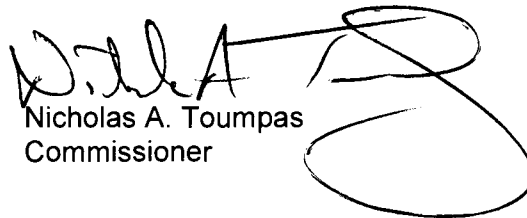
In the event that the federal funds become no longer available, no further general funds will be requested to support this contract.

Respectfully Submitted,



Diane Langley  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner



**New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet**

**Infrastructure Development to Implement the Screening, Brief Intervention, Referral to Treatment (SBIRT) Program in Community Health Centers**

**15-DHHS-DCBCS-BDAS-04**  
RFP Number

RFP Name

Reviewer Names

1. Susan Gifford, Internal Auditor,  
DHHS Office of Business  
Operations

**Bidder Name**

1. **Families First**
2. **Goodwin Community Health**
3. **Harbor Homes, Inc.**
4. **HealthFirst Family Care Center**
5. **Manchester Community Health Center**

Pass/Fail	Maximum Points	Actual Points
	<b>215</b>	<b>189</b>
\$45,000		
	<b>215</b>	<b>192</b>
\$76,050		
	<b>215</b>	<b>169</b>
\$75,000		
	<b>215</b>	<b>166</b>
\$80,608		
	<b>215</b>	<b>166</b>
\$60,514		

2. Mary Holiday, Finance Admin,  
Division of Public Health Services
3. Patricia Tilley, MS Ed, Chief,  
Division of Public Health Services
4. Catherine Ulrich Milliken, Prog Dir,  
Dartmouth Hitchcock
5. Amy Peppin, Community Health  
Institute
6. Lindy Keller, Administrator I,  
Bureau of Drug & Alcohol Services

Subject: Infrastructure Development to Implement SBIRT

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health & Human Services Division for Drug and Alcohol Services		<b>1.2 State Agency Address</b> 129 Pleasant St. Concord, NH 03301	
<b>1.3 Contractor Name</b> Families First of the Greater Seacoast		<b>1.4 Contractor Address</b> 100 Campus Drive Suite 12 Portsmouth, NH 03801	
<b>1.5 Contractor Phone Number</b> (603) 422-8208 Ext. 120	<b>1.6 Account Number</b> 05-095-49-491510-2990	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$45,000
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin		<b>1.10 State Agency Telephone Number</b> (603) 271-9558	
<b>1.11 Contractor Signature</b> <i>Isela B. Test</i>		<b>1.12 Name and Title of Contractor Signatory</b> <i>Isela B. Test Executive Director / President</i>	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Rockingham</u> On <u>1/31/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] <i>Suzanne Coombs</i>			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> <i>SUZANNE COOMBS</i> <i>EXP 12/19/2018</i>			
<b>1.14 State Agency Signature</b> <i>[Signature]</i>		<b>1.15 Name and Title of State Agency Signatory</b> <i>D Langley, Director BEAS</i>	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: <i>[Signature]</i> Director, On:			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By: <i>[Signature]</i> <i>Megan A. York-Attorney</i> On: <i>3/2/15</i>			
<b>1.18 Approval by the Governor and Executive Council</b> By:      On:			

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

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

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

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

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

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

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

Contractor Initials:   JRS    
Date:   11/30/15

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials: HRJ  
Date: 1/30/15

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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





Exhibit A

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**Scope of Services**

**1. Scope of 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 shall develop the infrastructure necessary to provide and record a Screening, Brief Intervention, and Referral to Treatment (SBIRT) program. The Contractor shall:
  - 1.2.1. Ensure sufficient qualified staff to conduct SBIRTs according to the SBIRT model described by the Centers for Disease Control (CDC) at <http://www.cdc.gov/ncddd/fasd/documents/alcoholsbiiimplementationguide.pdf>. Staff delivering SBIRT services must have one of the following combinations of minimum education and/or credentials:
    - 1.1.1.1. Masters prepared behavioral health practitioners. This includes individuals licensed under the Mental Health Board, Psychology Board, or Alcohol and Drug Use Professionals Board.
    - 1.1.1.2. Masters prepared and in the process of obtaining a license from the Mental Health Board, Psychology Board, or Alcohol and Drug Use Professionals Board, while under the supervision of a licensed practitioner of the same profession.
    - 1.1.1.3. Physicians or Advanced Practice Registered Nurses licensed to practice in NH.
    - 1.1.1.4. Physician Assistants or other practitioners under the supervision of a Physician licensed to practice in NH.
  - 1.2.2. Ensure a maximum number of patients are reached by hiring new staff, including, at minimum, One (1) Medical Assistant.
  - 1.2.3. Provide staff training to familiarize staff with SBIRT and to ensure SBIRT activities are conducted with fidelity to the model described in Section 1.1.1. Training shall include, but not be limited to:
    - 1.2.3.1. Providing SBIRT fidelity model training to staff that includes, but is not limited to:
      - 1.2.3.1.1. Six (6) Medical Assistants.
      - 1.2.3.1.2. Three (3) Primary Care Physicians.
      - 1.2.3.1.3. One (1) Substance Abuse Counselor.



Exhibit A

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- 1.2.3.2. Providing SBIRT general overview training to all agency staff.
  - 1.2.4. Modify and/or adapt current Electronic Medical Records (EMR) systems by modeling changes according to the Community Health Association Network in order to track SBIRT completions as well as SBIRT actions, recommendations and follow ups.
  - 1.2.5. Ensure SBIRT coding and billing are distinguished by making changes that are recommended by the Community Health Association Network method of coding and billing for SBIRT services.
  - 1.2.6. Document SBIRT activities in client records using existing EMR forms as well as new EMR forms developed in coordination with the Community Health Access Network (CHAN).
  - 1.3. The Contractor shall implement SBIRT services by including SBIRT activities in daily agency operations. The Contractor shall:
    - 1.3.1. Conduct screenings using one or more of the screening instruments listed in Appendix E of "Systems-Level Implementation of Screening, Brief Intervention and Referral to Treatment. TAP33" (2013 edition) (<http://www.integration.samhsa.gov/sbirt/TAP33.pdf>)
    - 1.3.2. Conduct brief interventions and track services related to brief interventions by ensuring the medical assistant alerts medical providers of clients who have their EMR flagged during the screening, in order that medical providers can provide brief interventions.
    - 1.3.3. Refer patients to treatment services, as necessary, and ensure each patient has connected with the specific service provider by indicating the treatment in the EMR, designed specifically for SBIRT services.
    - 1.3.4. Coordinate care between CHC services and external treatment providers by marking the orders module of the EMR. Coordination of care includes, but is not limited to:
      - 1.3.4.1. Obtaining client consents to contact service providers in order to resolve any barriers to accessing services.
      - 1.3.4.2. Referring patients for Substance Use Disorder (SUD) services, as needed.
      - 1.3.4.3. Work with Regional Public Health Networks by participating in monthly community meetings in order to identify new SUD referral sources as they become available.
  - 1.4. The Contractor shall sustain program operations for SBIRT by:
    - 1.4.1. Identifying public and private funding services, including private insurances.



Exhibit A

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1.4.2. Developing a coding, tracking and billing System for SBIRT services in order to receive additional funding from other sources.

1.5. The Contractor shall cooperate with the Department during site visits and shall provide access to clinic documents and patient SBIRT records. Clinic documents shall include, but not be limited to:

1.5.1. SBIRT policies and procedures.

1.5.2. Staff credentials for staff delivering SBIRT.

1.5.3. SBIRT procedures documented in patients records.

**2. Reporting Requirements**

2.1. The Contractor shall provide monthly reports to the Department that identify:

2.1.1. The total number of clients/patients receiving SBIRT services.

2.1.2. The percentage of clients/patients in Section 2.1.1:

2.1.2.1. Receiving only screening.

2.1.2.2. Receiving brief intervention.

2.1.2.3. Referred for more intensive services.

2.1.2.4. Referred for more intensive services who initiated services.

2.1.3. Updates on any changes, enhancements or adaptations to SBIRT procedures in the following areas:

2.1.3.1. Technology-based systems.

2.1.3.2. Staffing.

2.1.3.3. Coding and billing.

**3. Deliverables**

3.1. The Contractor shall hire the Medical Assistant in Section 1.2.2 no later than thirty (30) days from the contract effective date.

3.2. The Contractor shall complete training in Section 1.2.3 shall be completed no later than sixty (60) days from the contract effective date.



Exhibit B

**Method and Conditions Precedent to Payment**

1. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) #93.959, (<https://www.cfda.gov>) SAMHSA Substance Abuse Prevention and Treatment Block Grant.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1.
3. Payment for said services shall be made as follows:
  - 3.1. The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 3.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice and the required reports identified in Exhibit A, Section 2, Reporting Requirements for Contractor services provided pursuant to this Agreement.
  - 3.3. The invoice must be submitted to:

Financial Manager  
Department of Health and Human Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301
4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Section 2, Reporting Requirements.
5. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
6. The State may, at its sole discretion, extend the Contract agreement for two (2) additional years upon written agreement of both parties and approval of the Governor and Executive Council, if there has been satisfactory execution of services in the initial term by the Contractor.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
9. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to transfer funds within line items in Exhibit B-1 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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

Bidder/Program Name: Families First of the Greater Seacoast

Budget Request for: Screening, Brief Intervention, Referral to Treatment (SBIRT) Program

Budget Period: SFY 2015

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	Direct Incremental	Indirect Fixed	
1. Total Salary/Wages	\$ 39,224.00	\$ 6,952.00	\$ -	\$ 6,952.00	\$ 39,224.00	\$ -	\$ 39,224.00
2. Employee Benefits	\$ 2,600.00	\$ 3,985.00	\$ -	\$ 3,985.00	\$ 2,600.00	\$ -	\$ 2,600.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ 176.00	\$ 124.00	\$ -	\$ 124.00	\$ 176.00	\$ -	\$ 176.00
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ 250.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specific details mandatory):	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
a) CHAN - Development New Electronic Health Record System Reports and Forms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 45,000.00</b>	<b>\$ 11,311.00</b>	<b>\$ -</b>	<b>\$ 11,311.00</b>	<b>\$ 45,000.00</b>	<b>\$ -</b>	<b>\$ 45,000.00</b>

25.1%

Indirect As A Percent of Direct



**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 Department reserves the right to renew the contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

100 Campus Drive  
Portsmouth, NH 03801

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

Contractor Name:   
Families First of the Greater Seacoast

1/30/15  
Date

Helen B. Tift  
Name: Helen B. Tift  
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:

*Families First of the Greater Seacoast*

1/30/15  
Date

Helen B. Telford  
Name: *Helen B. Telford*  
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:

*Families First of the Greater Seacoast*

1/30/15  
Date

Helen B. Traft  
Name: *Helen B. Traft*  
Title: *Executive Director*





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

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

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

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

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

Exhibit G

Contractor Initials WRT

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

Families First of The Greater Seacoast

1/30/15  
Date

Helen B. Tipt  
Name: Helen B. Tipt  
Title: Executive Director

Exhibit G

Contractor Initials HBT

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

*Families First of the Greater Seacoast*

1/30/15  
Date

Helen B. Tift  
Name: *Helen B. Tift*  
Title: *Executive Director*



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
  - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
  - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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





Exhibit I

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

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

\_\_\_\_\_  
The State

[Signature]  
Signature of Authorized Representative

D Langley  
Name of Authorized Representative

Director  
Title of Authorized Representative

2/17/15  
Date

Family First of the Greater Seacoast  
Name of the Contractor

Helen B. Tift  
Signature of Authorized Representative

Helen B. Tift  
Name of Authorized Representative

Executive Director / President  
Title of Authorized Representative

1/30/15  
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:

*Families First of the Greater Seacoast*

1/30/15  
Date

Helen B. Talt  
Name: *Helen B. Talt*  
Title: *Executive Director*



**FORM A**

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

1. The DUNS number for your entity is: 85-844-4581
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:

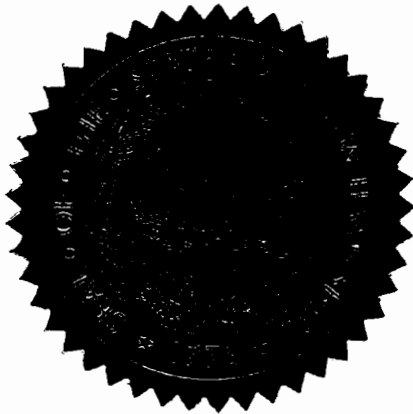
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

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

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FAMILIES FIRST OF THE GREATER SEACOAST is a New Hampshire nonprofit corporation formed August 28, 1986. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3<sup>rd</sup> day of April A.D. 2014

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Families First of the Greater Seacoast  
(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 January 30, 2015  
(Date)

**RESOLVED:** That the Executive Director/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 30 day of January, 2015.  
(Date Contract Signed)

4. Helen B. Toff is the duly elected Executive Director/President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Linda Sanborn  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 30<sup>th</sup> day of JAN, 2015.

By Linda Sanborn  
(Name of Elected Officer of the Agency)

Suzanne Combs  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 12/19/2018



**FAMILIES FIRST OF THE GREATER SEACOAST**  
**MISSION STATEMENT**

**Mission: Families First Health & Support Center is an independent nonprofit agency that contributes to the health and well-being of the Seacoast community by providing a broad range of health and family services to all, regardless of ability to pay.**

**Families First of the Greater Seacoast**

**Financial Report**

**June 30, 2013**



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Accessible  
Approachable  
Accountable

**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, 2013 and 2012, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

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

**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.

**Macpage LLC**

30 Long Creek Drive, South Portland, ME 04106-2437 | 207-774-5701 | 207-774-7835 fax | cpa@macpage.com  
500 Market Square, Augusta, ME 04350-1637 | 207-622-4766 | 207-622-6545 fax

macpage.com



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, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.



Augusta, Maine  
November 5, 2013

## Statements of Financial Position

June 30,

	2013	2012
<b>ASSETS</b>		
<b>Current Assets</b>		
Cash (note 2)	\$ 74,547	\$ 401,496
Cash, fiscal agent (note 9)	195	3,195
Grants receivable (note 3)	67,300	60,265
Accounts receivable, net (notes 1 and 4)	131,560	134,102
Current portion of pledges receivable (notes 1 and 5)	336,748	199,012
Other receivables (note 6)	26,620	52,998
Prepaid expenses	15,133	20,149
<b>Total Current Assets</b>	<u>652,103</u>	<u>871,217</u>
<b>Non-Current Assets</b>		
Pledges receivable, net of current (notes 1 and 5)		<u>108,301</u>
<b>Property and Equipment, Net (Notes 1 and 7)</b>	<u>247,992</u>	<u>336,726</u>
<b>Investments</b>		
Endowment (notes 8 and 19)	1,392,530	1,267,448
Board designated	66,360	62,409
<b>Total Investments</b>	<u>1,458,890</u>	<u>1,329,857</u>
<b>Total Assets</b>	<u>\$ 2,358,985</u>	<u>\$ 2,646,101</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>Current Liabilities</b>		
Accounts payable	\$ 85,519	\$ 63,918
Accrued expenses	287,904	224,664
Amount due, fiscal agent (note 9)	195	3,195
Deferred revenue	24,476	113,574
<b>Total Current Liabilities</b>	<u>398,094</u>	<u>405,351</u>
<b>Net Assets</b>		
Unrestricted	177,628	622,628
Temporarily restricted (notes 8 and 12)	583,076	417,935
Permanently restricted (notes 8 and 13)	1,200,187	1,200,187
<b>Total Net Assets</b>	<u>1,960,891</u>	<u>2,240,750</u>
<b>Total Liabilities and Net Assets</b>	<u>\$ 2,358,985</u>	<u>\$ 2,646,101</u>

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

**Statements of Activities**

Year ended June 30,

	2013			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
<b>PUBLIC SUPPORT AND REVENUES:</b>				
Public Support				
Contributions	\$ 1,404,161	\$ 640,797		\$ 2,044,958
Grants and contracts	940,575			940,575
Total public support	<u>2,344,736</u>	<u>640,797</u>		<u>2,985,533</u>
Revenues				
Patient service revenue (note 11)	1,577,353			1,577,353
Provision for bad debt	(43,860)			(43,860)
Net patient service revenue	<u>1,533,493</u>			<u>1,533,493</u>
Investment income - endowment (note 8)	2,322	42,953		42,953
Investment income - board designated		135,824		135,824
Unrealized gain on investments - endowment (note 8)	1,630			1,630
Unrealized gain on investments - board designated	82,505			82,505
Miscellaneous	<u>1,619,950</u>	<u>178,777</u>		<u>1,798,727</u>
Total revenue	<u>3,964,686</u>	<u>819,574</u>		<u>4,784,260</u>
Public support and revenues	<u>654,433</u>	<u>(654,433)</u>		
Net Assets Released from Restrictions		165,141		165,141
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<b>4,619,119</b>	<b>165,141</b>		<b>4,784,260</b>
<b>EXPENSES</b>				
Program services	4,365,565			4,365,565
Management and general	540,959			540,959
Fundraising	157,595			157,595
Total expenses	<u>5,064,119</u>			<u>5,064,119</u>
<b>CHANGE IN NET ASSETS</b>	<b>(445,000)</b>	<b>165,141</b>		<b>(279,859)</b>
<b>NET ASSETS, BEGINNING OF YEAR</b>	<b>622,628</b>	<b>417,935</b>	<b>\$ 1,200,187</b>	<b>2,240,750</b>
<b>NET ASSETS, END OF YEAR</b>	<b>\$ 177,628</b>	<b>\$ 583,076</b>	<b>\$ 1,200,187</b>	<b>\$ 1,960,891</b>

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

**Statements of Activities - Continued**

Year ended June 30,

	2012		
	Unrestricted	Temporarily Restricted	Permanently Restricted
<b>PUBLIC SUPPORT AND REVENUES:</b>			
Public Support			
Contributions	\$ 1,216,970	\$ 713,725	\$ 1,930,695
Grants and contracts	1,012,307		1,012,307
Total public support	2,229,277	713,725	2,943,002
Revenues			
Patient service revenue (note 11)	1,656,550		1,656,550
Provision for bad debt	(46,017)		(46,017)
Net patient service revenue	1,610,533		1,610,533
Investment income - endowment (note 8)	2,046	36,260	36,260
Investment income - board designated		(56,885)	2,046
Unrealized gain on investments - endowment (note 8)			(56,885)
Unrealized gain on investments - board designated	174		174
Miscellaneous	54,135		54,135
Total revenue	1,666,888	(20,625)	1,646,263
Public support and revenues	3,896,165	693,100	4,589,265
<b>Net Assets Released from Restrictions</b>	707,148	(707,148)	
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	4,603,313	(14,048)	4,589,265
<b>EXPENSES</b>			
Program services	3,944,736		3,944,736
Management and general	518,091		518,091
Fundraising	157,111		157,111
Total expenses	4,619,938		4,619,938
<b>CHANGE IN NET ASSETS</b>	(16,625)	(14,048)	(30,673)
<b>NET ASSETS, BEGINNING OF YEAR</b>	639,253	431,983	2,271,423
<b>NET ASSETS, END OF YEAR</b>	\$ 622,628	\$ 417,935	\$ 2,240,750

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

## Statements of Cash Flows

Years ended June 30,

	2013	2012
<b>Cash flows from operating activities</b>		
Change in net assets	<u>\$ (279,859)</u>	<u>\$ (30,673)</u>
Adjustments to reconcile change in net assets to net cash flows from operating activities:		
Depreciation expense	98,920	108,863
Unrealized (gain) loss on investments	(137,454)	56,711
Provision for bad debt	43,860	46,017
(Increase) decrease in operating assets:		
Cash, fiscal agent	3,000	850
Grants receivable	(7,035)	22,587
Accounts receivable	(41,318)	(29,206)
Pledges receivable	(29,435)	(28,379)
Other receivable	26,378	(48,074)
Prepaid expenses	5,016	17,957
Increase (decrease) in operating liabilities:		
Accounts payable	21,602	17,103
Accrued expenses	63,240	6,714
Amount due, fiscal agent	(3,000)	(850)
Deferred revenue	(89,098)	63,574
Total adjustments	<u>(45,324)</u>	<u>233,867</u>
<b>Net cash flows from operating activities</b>	<u><b>(325,183)</b></u>	<u><b>203,194</b></u>
<b>Cash flows from investing activities:</b>		
Purchase of property and equipment	(10,186)	(72,899)
Net (purchase) proceeds from sale of investments	8,420	(6)
<b>Net cash flows from investing activities</b>	<u><b>(1,766)</b></u>	<u><b>(72,905)</b></u>
<b>Net change in cash and cash equivalents</b>	<b>(326,949)</b>	130,289
<b>Cash and cash equivalents at beginning of year</b>	<u><b>401,496</b></u>	<u><b>271,207</b></u>
<b>Cash and cash equivalents at end of year</b>	<u><u><b>\$ 74,547</b></u></u>	<u><u><b>\$ 401,496</b></u></u>

## 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	223,716	17,482	73,160
Medical/laboratory costs	25,630	70,854	15,655
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
	<u>\$ 2,397,480</u>	<u>\$ 761,460</u>	<u>\$ 709,441</u>

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 & 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	354,543	33,968		388,511
Medical/laboratory costs		112,139			112,139
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
	<u>\$ 497,184</u>	<u>\$ 4,365,565</u>	<u>\$ 540,959</u>	<u>\$ 157,595</u>	<u>\$ 5,064,119</u>

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

## Statements of Functional Expenses

Year ended June 30, 2012

	Health Services		
	Primary Care	Dental	Homeless
Salaries	\$ 1,167,150	\$ 442,369	\$ 403,576
Payroll taxes/benefits	155,715	53,062	57,001
Professional fees/contract labor	194,149	22,420	66,153
Medical/laboratory costs	22,614	72,576	17,014
Physicians/dentists	292,487	27,903	26,198
Office	16,215	9,342	42,946
Miscellaneous	34,499	6,385	296
Travel	3,441	949	16,110
Conferences	9,177	2,398	3,341
Dues/publications	4,350	990	635
Depreciation	14,243	24,246	16,582
Rent (note 15)	60,456	8,956	3,359
Telephone	5,874	901	7,204
Postage	158	7	4
Insurance	22,173	6,252	2,988
Printing	2,519	380	178
Computer operations	54,442	10,873	4,975
Flexible funds			
Program expenses	32,676	6,310	3,964
	<u>\$ 2,092,338</u>	<u>\$ 696,319</u>	<u>\$ 672,524</u>

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

**Statements of Functional Expenses - Continued**

Year ended June 30, 2012

	Family Services	Total Program	Management & General	Fundraising	Total
Salaries	\$ 279,155	\$ 2,292,250	\$ 301,477	\$ 118,836	\$ 2,712,563
Payroll taxes/benefits	37,820	303,598	46,117	20,836	370,551
Professional fees/contract labor	54,367	337,089	29,750	2,665	369,504
Medical/laboratory costs		112,204			112,204
Physicians/dentists		346,588			346,588
Office	9,177	77,680	21,034	2,592	101,306
Miscellaneous	626	41,806	22,952	3,091	67,849
Travel	13,441	33,941	2,629	233	36,803
Conferences	1,990	16,906	693		17,599
Dues/publications	24	5,999	8,201	10	14,210
Depreciation	436	55,507	53,356		108,863
Rent (note 15)	39,185	111,956			111,956
Telephone	4,207	18,186	1,873		20,059
Postage	13	182	18,585	814	19,581
Insurance	4,164	35,577	6,189		41,766
Printing	721	3,798	415	7,103	11,316
Computer operations	11,393	81,683	2,990	498	85,171
Flexible funds	22,936	22,936			22,936
Program expenses	3,900	46,850	1,830	433	49,113
	<u>\$ 483,555</u>	<u>\$ 3,944,736</u>	<u>\$ 518,091</u>	<u>\$ 157,111</u>	<u>\$ 4,619,938</u>

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

## Notes to Financial Statements

June 30, 2013 and 2012

### 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, 2013 and 2012

### 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, 2013 and 2012, 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 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, 2013 and 2012

### 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, 2013 and 2012, the allowance for doubtful accounts was \$52,289 and \$64,495, respectively.

In evaluating the collectibility 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 decreased from 52 percent of self-pay accounts receivable at June 30, 2012, to 48 percent of self-pay accounts receivable at June 30, 2013. In addition, the Organization's self-pay write-offs decreased \$2,158 from \$46,017 for fiscal year 2012 to \$43,859 for fiscal year 2013. Both decreases were the result of positive trends experienced in the collection of amounts from self-pay patients in fiscal year 2013. The Organization has not changed its charity care or uninsured discount policies during fiscal years 2013 and 2012. 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:

## Notes to Financial Statements

June 30, 2013 and 2012

### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

#### Endowment Policy

- 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.

#### 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 twelve months. The Organization is subject to U.S. federal and state examinations by tax authorities for years ending June 30, 2010 through June 30, 2013.

#### **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, 2013 and 2012

### 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, 2013 and 2012, 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).



## Notes to Financial Statements

June 30, 2013 and 2012

### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

#### Recently Adopted Accounting Pronouncements

Effective July 1, 2012, the Center adopted the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2011-07, *Presentation and Disclosure of Patient Service Revenue, Provision for Bad Debts, and the Allowance for Doubtful Accounts for Certain Health Care Entities*, which amends the current presentation and disclosure requirements for health care entities that recognize significant amounts of patient service at the time the services are rendered without assessing the patient's ability to pay. This guidance requires health care entities to reclassify the provision for bad debts from an operating expense to a deduction from patient service revenues. In addition, this guidance requires more disclosure on the policies for recognizing revenue, assessing bad debts, as well as quantitative and qualitative information regarding changes in the allowance for doubtful accounts. This guidance is applied retrospectively to all prior periods presented and is effective for the first annual period ending June 30, 2013. The adoption of this guidance did not have a material impact on the Organization's financial statements.

#### Reclassifications

Certain reclassifications have been made to the 2012 amounts to conform to the 2013 presentation. There was no effect on previously reported change in net assets.

### 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.

### 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, 2013 and 2012.

### NOTE 4 - ACCOUNTS RECEIVABLE

The composition of accounts receivable at June 30 was as follows:

	2013	2012
Medicaid	\$ 44,717	\$ 58,179
Medicare	26,174	21,326
Private insurance	37,850	39,601
Patients	70,978	67,165
Other	<u>4,130</u>	<u>12,326</u>
	183,849	198,597
Less: allowance for doubtful accounts	<u>(52,289)</u>	<u>(64,495)</u>
	<u>\$131,560</u>	<u>\$134,102</u>

## Notes to Financial Statements

June 30, 2013 and 2012

### NOTE 5 - PLEDGES RECEIVABLE

Pledges receivable, net of allowance for uncollectible pledges, are summarized as follows at June 30:

	2013	2012
Miscellaneous private donors	\$338,248	\$307,313
Endowment promises	<u>500</u>	<u>2,000</u>
	<b>338,748</b>	309,313
Less allowance for uncollectible promises to give	<u>(2,000)</u>	<u>(2,000)</u>
	<b><u>\$336,748</u></b>	<b><u>\$307,313</u></b>
Amounts due in:		
Less than one year	\$336,748	\$199,012
One to five years	<u>-</u>	<u>108,301</u>
	<b><u>\$336,748</u></b>	<b><u>\$307,313</u></b>

The discount rate was not material and, therefore, not applied in 2013 or 2012.

### 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.

### NOTE 7 - PROPERTY AND EQUIPMENT

The following summarizes property and equipment at June 30:

	2013	2012
Equipment	\$615,461	\$605,275
Furniture and fixtures	44,178	44,178
Leasehold improvements	<u>179,031</u>	<u>179,031</u>
	<b>838,670</b>	828,484
Less: accumulated depreciation	<u>(590,678)</u>	<u>(491,758)</u>
	<b><u>\$247,992</u></b>	<b><u>\$336,726</u></b>

## Notes to Financial Statements

June 30, 2013 and 2012

### 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 in the statements of financial position and consisted of the following at June 30:

	2013	2012
Mutual funds	<u>\$1,392,530</u>	<u>\$1,267,448</u>

Unrealized gains and losses are included in the change in net assets. Investment income consisted of the following for the years ended June 30:

	2013	2012
Interest and dividends	\$ 9,222	\$13,078
Realized gains	<u>33,731</u>	<u>23,182</u>
	<u>\$42,953</u>	<u>\$36,260</u>

Endowment net assets by type of fund as of June 30, 2013 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Totals</u>
Donor restricted endowment funds		\$192,509	\$1,200,021	\$1,392,530
Pledges receivable		-	166	166
Totals		<u>\$192,509</u>	<u>\$1,200,187</u>	<u>\$1,392,696</u>

Endowment net assets by type of fund as of June 30, 2012 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Totals</u>
Donor restricted endowment funds		\$67,427	\$1,200,021	\$1,267,448
Pledges receivable		-	166	166
Totals		<u>\$67,427</u>	<u>\$1,200,187</u>	<u>\$1,267,614</u>

## Notes to Financial Statements

June 30, 2013 and 2012

### NOTE 8 - INVESTMENTS - ENDOWMENT - CONTINUED

Changes in endowment net assets as of June 30, 2013 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Totals</u>
Beginning of year		\$ 67,427	\$1,200,187	\$1,267,614
Investment return:				
Additions		1,000		1,000
Investment income		42,953		42,953
Net appreciation		135,824		135,824
Release of funds		<u>(54,695)</u>	-	<u>(54,695)</u>
Totals		<u>\$192,509</u>	<u>\$1,200,187</u>	<u>\$1,392,696</u>

Changes in endowment net assets as of June 30, 2012 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Totals</u>
Beginning of year		\$127,360	\$1,200,187	\$1,327,547
Investment return:				
Investment income		36,260		36,260
Net depreciation		(56,885)		(56,885)
Release of funds		<u>(39,308)</u>	-	<u>(39,308)</u>
Totals		<u>\$ 67,427</u>	<u>\$1,200,187</u>	<u>\$1,267,614</u>

### NOTE 9 - AMOUNT DUE - FISCAL AGENT

The Organization acts as fiscal agent for fundraisers supporting the Billy Cheverie Memorial Scholarship Fund. During the years ended June 30, 2013 and 2012, the Organization had received \$6,000 and \$3,650, respectively, from event proceeds and had paid \$9,000 and \$4,500, respectively, in scholarships, donations, and other administrative expenses. The remaining \$195 and \$3,195 as of June 30, 2013 and 2012, 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 Banknorth. The interest rate is variable at the Wall Street Journal prime rate (3.25% at June 30, 2013 and 2012, respectively) until May 23, 2014. The line is secured by all business assets of the Organization excluding the permanently restricted funds. Available credit on the line at June 30, 2013 and 2012 was \$250,000, respectively.

### NOTE 11 - PATIENT 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.

## Notes to Financial Statements

June 30, 2013 and 2012

### NOTE 11 - PATIENT SERVICE REVENUE – CONTINUED

Patient service revenue, net of contractual allowances and discounts, recognized in the period from these major payor sources, is as follows:

	2013	2012
Gross patient service charges	<b>\$3,135,768</b>	\$3,031,729
Contractual adjustments	<b>(205,230)</b>	(56,960)
Charity care	<b>(1,353,185)</b>	(1,318,219)
Patient service revenue	<b><u>\$1,577,353</u></b>	<b><u>\$1,656,550</u></b>

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, 2013 and 2012 were approximately \$1,830,000 and \$1,690,000, 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:

	2013	2012
Unrestricted pledges receivable	<b>\$337,248</b>	\$307,313
Endowment gains	<b>192,509</b>	67,427
Dental and homeless programs	<b>29,598</b>	23,131
Parenting program	<b>1,000</b>	1,962
Behavioral health services	<b>500</b>	1,750
Other	<b><u>22,221</u></b>	<u>16,352</u>
	<b><u>\$583,076</u></b>	<b><u>\$417,935</u></b>

### 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.

## Notes to Financial Statements

June 30, 2013 and 2012

### NOTE 13 - PERMANENTLY RESTRICTED NET ASSETS - CONTINUED

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.

As of June 30, 2013 and 2012, permanently restricted net assets consisted of investments with a carrying value of \$1,200,021 and unconditional promises to give of \$166.

### NOTE 14 - DONATED SERVICES

The Organization received various donated supplies and services during the years ended June 30, 2013 and 2012. 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:

	2013	2012
Professional physician and dental services	\$ 56,313	\$ 79,145
Medical supplies and vaccines	136,320	112,222
Volunteer services	<u>92,407</u>	<u>109,027</u>
	<u>\$285,040</u>	<u>\$300,394</u>

### NOTE 15 - LEASES

The Organization rents space for all its programs under terms of a three year lease. Monthly rent was \$9,896 for the first seven months of the current year; the monthly rent increased to \$10,009 for the remainder of the current year, and rent paid was \$117,802 and \$111,956 for the years ended June 30, 2013 and 2012, respectively. The current lease term expires on October 31, 2015 with monthly payments ranging from \$9,896 to \$10,009. 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 \$11,762 and \$12,216 during the years ended June 30, 2013 and 2012, respectively.

Minimum lease payments under terms of the current leases are as follows as of June 30:

2014	\$124,223
2015	<u>41,638</u>
	<u>\$165,861</u>

### 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, 2013 and 2012.

## Notes to Financial Statements

June 30, 2013 and 2012

### 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, 2013 and 2012

### NOTE 18 - RISKS AND UNCERTAINTIES

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, 2013 are as follows:

	Fair Value	Fair Value Measurements at Reporting Date Using		
		(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	<u>783,327</u>	<u>374,210</u>	<u>409,117</u>	
Totals	<u>\$1,458,890</u>	<u>\$885,041</u>	<u>\$573,849</u>	

Fair values of assets measured on a recurring basis at June 30, 2012 are as follows:

	Fair Value	Fair Value Measurements at Reporting Date Using		
		(Level 1)	(Level 2)	(Level 3)
Problend Conservative Term Series Fund	\$ 206,050	\$158,255	\$ 47,795	
Problend Maximum Term Series Fund	412,653	307,127	105,526	
Problend Extended Term Series Fund	<u>711,154</u>	<u>378,287</u>	<u>332,867</u>	
Totals	<u>\$1,329,857</u>	<u>\$843,669</u>	<u>\$486,188</u>	

### NOTE 20 - EVALUATION OF SUBSEQUENT EVENTS

Management has evaluated subsequent events through November 5, 2013, the date the financial statements were available to be issued.



**FAMILIES FIRST OF THE GREATER SEACOAST**  
**BOARD OF DIRECTORS**

**Board Member**

Linda Sanbord, Chair

Tom Newbold, Vice Chair

Kristen Hanley, Secretary

Mike Burke, Treasurer

Karin Barndollar

Marsha Filion

Barbara Henry

Sarah Knowlton

Jack Jamison

Joanne Lamprey

Patricia Locuratolo, MD

Kathleen MacLeod

Ronda MacLeod

David McNicholas

John Pelletier

Donna Ryan

Mary Schleyer

Daniel Schwarz

Peter Whitman

Richard Senger (director emeritus)

## Families First Health and Support Center

### Medical Assistant

#### Job Summary

Assists the providers, nurses and other health center staff in the delivery of minor health care support. Facilitates patient flow within the health center.

Families First is recognized as a Patient-Centered Medical Home and thus emphasizes a team-based approach to care. This position is an active member of the care team and will proactively coordinate care for patients, and support patients, families and caregivers in self-management, self-efficacy and behavior change. Medical Assistants are trained in effective communication to assess and manage the health needs with all segments of the practice population, particularly the vulnerable populations and will also be involved in the practice's performance evaluation and quality improvement activities.

#### Education/Skill Requirements

High school graduate with certification in medical assisting and one year experience in a medical setting. Strong clinical and organizational skills required, with knowledge of medical terminology and medical test procedures. Ability to work accurately and efficiently with health center staff in a fast-paced environment.

**Job Reports to:** Nurse Manager

**Position Status:** Hourly, Non-Exempt

#### Job Responsibilities

1. **Financial:** Follows established control systems to assure financial data capture is in compliance with agency policies and procedures and other contract requirements. Documents activities for billing purposes.
2. **Direct Service Delivery:**
  - a. Stocks exam rooms with forms, supplies and patient education materials.
  - b. Sterilizes equipment and tests for quality assurance.
  - c. Performs hearing and vision screenings.
  - d. Takes measurements and vital signs.
  - e. Draws blood, tests blood and urine and performs other lab functions as directed.
  - f. Show patients into exam rooms.
  - g. Answers prescription phone line
  - h. Reviews provider schedule at beginning of each session to plan visits. Obtains relevant test reports, consult reports, hospital reports, ER reports, etc. to assist providers and assure comprehensive patient care.
3. **Administrative:** As a participant in the primary care team, works with providers, the Clinical Director, other nurses, social worker, nutritionist and health educators to provide comprehensive care to patients. Assists with quality improvement measures. Attends clinical and administrative staff meetings. Assists providers in maintaining timely patient visit schedules.

4. **Community Relations:** Represents Families First favorably at community meetings. Generates good will for Families First by providing high quality services and maintaining positive relationships with other social service and health care providers.

Individuals must possess the knowledge, skills and abilities listed or be able to explain and demonstrate that s/he can perform the essential functions of the job, with or without reasonable accommodation, using some other combination of skills and abilities and to possess the necessary physical requirements with or without the aid of mechanical devices to safely perform the essential functions of the job.

1. Ability to deliver patient care in a manner that is appropriate to the patient's age, physical ability and intellectual development.
2. Ability to maintain patient confidentiality in compliance with Families First Confidentiality Statement.
3. Ability to adhere to infection control policies and procedures.
4. Physical requirements include ability to extend hand(s) and arm(s) in any direction; pick, pinch, type or otherwise work primarily with fingers; stand for sustained periods of time and move about on foot to accomplish tasks; raise objects from a lower to higher position or move objects horizontally from position to position; apply pressure to an object with fingertips; sustain substantial movement of wrists, hands and/or fingertips; exert up to 20 pounds of force and lift, carry, push, pull or otherwise move objects.
5. Ability to express or exchange ideas by means of spoken and/or written word.
6. Ability to interact effectively with people of varied educational, socioeconomic and ethnic backgrounds, skill levels and value systems.
7. Ability to work with frequent interruptions, respond appropriately to unexpected situations and endure periods of heavy workload and/or stress.
8. Ability to transport self to and from off-site locations.
9. Visual acuity sufficient for work which deals with computer terminal operations, extensive reading and visual inspection.

#### **OSHA Category**

Family Practice Category I: Jobs that routinely involve exposure to blood, bodily fluids, or tissues

#### **Acknowledgement**

I have received a copy of my job description. I understand that it is my responsibility to read it and to meet the requirements outlined at all times. If I have any questions regarding the information I have read or the interpretation of any requirements, I will bring them to the attention of my supervisor. I understand that I will be held responsible for all information contained in my job description.

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

## **Donna Barrett**

### **Highlights**

- Responsible, dependable, reliable worker applying initiative and teamwork to all tasks.
- Applied pertinent knowledge of business to better assist customers and seek solutions according to company protocol.
- Accurate with numbers; excellent communication and interpersonal skills.
- Able to multi-task and provide leadership to various projects and critical situations.

### **Education:**

**University Of New Hampshire**

B.S. Medical Technology

### **Experience:**

#### ***Clerical***

- Performed clerical duties, recorded, copied, filed and disseminated information to proper authorities. Handled customer files and inquiries for reports and updates; maintaining confidentiality at all times and excellent customer relations.
- Electronically entered, monitored, reviewed and released numerical results for a large facility that performs over 4.1 million medical tests per year.
- Prioritized, organized, and coordinated workload and inventory procedures to cut down material costs and increase revenue. Responsible for trouble-shooting and maintenance of equipment.
- Selected by manager for special assignments including independent projects, training and supervision of personnel.

#### ***Customer Service/Community Relations***

- Handled phone calls; incoming, outgoing and transfers within large hospital.
- Greeted, assisted, interviewed, and advised customers. Scheduled appointments; demonstrated/interpreted information.
- Successfully met deadlines within fast-paced patient care setting. Insuring 90% of customer results were reported within one hour.
- Ability to work well with all kinds of people to meet and exceed customer expectations. Friendly, professional, strong interest in helping others.
- Prepared and presented educational workshops/classes for students; responsible for evaluations.
- Coordinated fund-raising activities. Designed and marketed hand crafted items.

### **Employment**

- |                               |                           |                 |
|-------------------------------|---------------------------|-----------------|
| • Medical Assistant           | Families First            | 2002 to present |
| • Homemaker                   |                           | 1994-2002       |
| • Jewelry Artisan/Store Clerk | South End Jewelry, Inc.   | 1991-1994       |
| • Medical Technologist        | Path Lab, Inc.            | 1986-1991       |
| • Medical Technologist        | Portsmouth Regional Hosp. | 1983-1986       |

# Kathryn Fessenden

## OBJECTIVE

To join a team which provides client centered care

## EDUCATION

**Great Bay Community College**, Portsmouth, NH, 2009-2010

Candidate for Associate in Science/Nursing

**Thompson School of Applied Science, University of New Hampshire**,  
Durham, 1984

Associate of Applied Science, Forest Technology

## RELATED EXPERIENCE

**Families First Health and Support Center 2012 to present**

Medical Assistant in the primary care program

### **Clinical Rotations 2009-2010:**

- . Rockingham County Nursing Home, Brentwood, NH
- . Wentworth Douglas Hospital, Dover, NH
- . Exeter Hospital, Exeter, NH
- . Holy Family Hospital, Methuen, MA
- . Seacoast/Beacon Hospice, Exeter, NH

## ADDITIONAL EXPERIENCE

**Shaw's Hill Farm**, Kensington, NH, 1992-2010

*Owner/Grower/Manager* 50 acre farm specializing in flowers and vegetables

**Water Street Bookstore**, Exeter, NH, 2003-2008

*Bookseller*

## CREDENTIALS

LPN and LNA, New Hampshire State Board of Nursing

# Peter Y. Fifield M.S., LCMHC, MLADC

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**Relative Work Experience**    **Manager of Integrated Behavioral Health Services**    2012-Present  
**Integrated Behavioral Health Specialist**    2008-2012  
*Families First Health and Support Center*    *Portsmouth, NH*

- Director of integration and collaborative services including substance abuse treatment, nutrition, care coordination, home visiting and other social services in an urban FQHC
- Responsible for start up of Behavioral Health Specialist positions including coordination of operational, financial and clinical protocols
- Consulting member for local and regional integration projects regarding integrated care
- Counseling therapist for low income individuals utilizing brief Motivational Interviewing and Solution Focused Therapy for mental health and substance abuse needs
- Member of Quality Improvement and Medical Home Team
- Supervisor for Home Visiting Program
- Member of regional collaborative network including local and regional hospitals, community mental health, specialty care and social services

**Adjunct Teaching Staff**    2012-Present  
*New England College*    *Henniker, NH*

- Design and implementation of graduate level class on integrated primary care behavioral health
- Instruction of graduate students including lecture, grading, curriculum design and administrative duties

**Integrated Behavioral Health Specialist**    2006-2008  
*Summit Community Care Clinic*    *Frisco, CO*

- Behavioral therapist for low income individuals living with mental health and substance abuse disorders; utilizing Motivational Interviewing and Solution Focused and Cognitive Behavioral Therapy
- Project head for the design and implementation of the integrated care operation flow and client data base for the National Council for Community Behavioral Healthcare Project
- Collaborative member of a qualitative data collection and analysis team for the National Council for Community Behavioral Healthcare Project

**Mental Health and Substance Abuse Therapist** 2006-2008  
*Colorado West Mental Health Frisco, CO*

- Provide diagnostic evaluation, assessment and mental health counseling for adolescents and adults seeking individual and group treatment
- Substance Abuse and DUI Intake Assessment Coordinator
- Group counselor for Colorado Out Patient Eagle Summit (COPES) substance dependence group therapy
- On-Call Emergency Mental Health Services Therapist
- Member of Summit Community Connections Integration Program

**Operations Manager, Experiential Educator, Facilitator** 1998-2006  
*Breckenridge Outdoor Education Center Breckenridge, CO*

- Manager of plant, property and equipment for wilderness therapy facility, interns and wilderness staff
- Facilitator of wilderness therapy sessions with children and adults of all abilities including trauma survivors, individuals living with physical and mental disabilities, veterans and adjudicated youth
- Team Building Facilitator for Professional Challenge Program leading groups such as; The National Guard, Veterans Association, Denver Police Department, U.S. Ski and Swim Teams etc.

**Education** **Ed.D Candidate: Educational Leadership** 2012-Present  
*University of New England Biddeford, ME*

**Non-Matriculated Student** 2009-2010  
*Rivier College Nashua, NH*

**M.S. in Counseling Psychology** 2005-2008  
*University of West Alabama Livingston, AL*  
 Kappa Delta Pi Honor Society Member: GPA 3.94

**B.S. Kinesiology; Outdoor Education** 1994-1998  
*University of New Hampshire Durham, NH*

**Professional Presentations** Integration of Smoking Cessation Protocols in Primary Care Using QuitWorks New Hampshire (2012). New Hampshire Health Association Fall Forum, Concord, NH.

Patient-Centered Asthma Care: Making What we Know Works Operational—EMR Track Examples from the Field (2012). NH Asthma Conference, Concord, NH.

Navigating the Legal and ethical Foundations of Informed Consent and Confidentiality in Integrated Care (2012). Collaborative Family Healthcare Association, Austin TX.

Reducing Tobacco Use in New Hampshire: An Opportunity to Integrate the Work of Primary Care, Public Health, Oral Health and Behavioral Health (2012). New Hampshire Public Health Forum, Concord, NH.

Best Practices for Informed Consent and Confidentiality in Integrated Behavioral Health Setting: Results of a Standardized Survey of Experts and Practitioners (2011). Collaborative Family Healthcare Association, Philadelphia, PA.

Smoking Cessation Interventions and Treatment in the Primary Care Setting (2011). New Hampshire WIC Conference, Concord, NH.

Hard but not Impossible: Institutionalizing Ask, Assist and Refer to QuitWorks-into Primary Care (2011). New Hampshire Chronic Disease Conference, Concord, NH.

H.I.T. or MIS? Best Practices for Collaboration in a Health Information Technology Environment (2010). Collaborative Family Healthcare Association, Louisville, KY.

Data Blitz (2010). Collaborative Family Healthcare Association, Louisville, KY.

Helping Mental Health Practitioners Integrate into the Primary Care Setting (2008), West Slope Casa Psychiatry Symposium, Glenwood Springs, CO.

Integrated Care in Summit County, Colorado (2008). Invited presentation at the Second National Learning Congress of the National Council for Community Behavioral Healthcare, Primary Care Mental Health Integration Project, Washington, DC.

Integrated Care in Summit County, CO (2007). Invited presentation at the Second National Learning Congress of the National Council for Community Behavioral Healthcare, Primary Care Mental Health Integration Project, Chicago, IL.

### **Professional Publications**

Collaboration in the Presence of an Electronic Health Record, *Family Systems & Health: The Journal of Collaborative Family Healthcare*, March 2012, Vol. 30, No. 1, p72-80.

Integrating a Behavioral Health Consultant Into Your Practice, *Family Practice Management* January/February 2011, Vol. 18, No. 1, p 18-21.

Book Review: Behavioral Consultation and Primary Care: A Guide to Integrating Services. *Families, Systems, & Health: The Journal of Collaborative Family Healthcare*, March 2010, Vol. 28, No. 1, p 72-73.

### **Licenses and Certifications**

- Critical Incident Stress Management: Group and Individual Certified—2008
- Licensed Clinical Mental Health Counselor: State of New Hampshire—2010
- Master Licensed Alcohol and Drug Counselor: State of New Hampshire—2012
- Motivational Interviewing Network of Trainers: MINT Member/Trainer—2011



**Professional Affiliations**

- Collaborative Family Healthcare Association; Membership Committee & Former Editing Manager *CFHA Blog*
- Family Medicine Education Consortium; Member
- International Society for Traumatic Stress Studies; Member
- National Board of Certified Counselors; Member
- The New Hampshire Mental Health Counselor's Association; Member

**Research Experience**

- Integrated Care Effects on Hypertensive Patient's BioPsychoSocial Indicators in a Primary Care Setting, 2012-Present
- Seacoast Integrated Network of Care Research Project and Service Gap Analysis, 2008-Present
- Families First Health and Support Center and Antioch New England: Community Based Participatory Research Integrated Healthcare Outcomes Project, 2008-2011
- Qualitative Delphi Study on Health Information Technology use and HIPAA in the Collaborative Healthcare Setting, 2010 -2011
- Summit Community Care Clinic and The National Community Council for Behavioral Health: Collaborative for Integrated Care Improvement, 2007-2008

**Community Involvement**

- Seacoast Care Collaborative: Special Committee on Community Care Coordination
- North East Regional Collaborative Family Healthcare Association; Social Media Coordinator/Member, 2011-Present
- Seacoast Integrated Network of Care, Rockingham County New Hampshire; Steering Committee Member, 2008-Present
- New Hampshire Integrated Primary Care Learning Collaborative; Member, 2008-Present
- Veterans of Foreign Wars and American Legion Local Chapter; Member, 2004-Present

## **Kimberly Garca, CPC**

**Objective:** To secure a position that is challenging and has the potential for growth

**February 2005 – Present**                      **Families First of the Greater Seacoast**  
***Billing Coordinator***

- Responsible for Training of employees
- Responsible for overseeing all aspects of billing department including electronic billing, charge posting, posting payments, patient complaints
- Coding Audits on all providers
- Credentialing of all new providers

**July 2003 – February 2005**                      **Avis Goodwin Community Health Center**  
***Office Manager***

- Responsible for employees who work in multiple sites
- Hiring/Firing of employees
- Maintain Collections Files
- Coding Audits on all providers
- Daily Deposits

**February 1999 – June 2003**                      **Avis Goodwin Community Health Center**  
***Collections Associate***

- Preparing and mailing all patient and insurance billing
- Following up on all outstanding balances
- Assisting patients with billing questions and concerns
- Maintain Access databases and Excel spreadsheets
- Processing end of day reports for agency
- Training new staff

**June 1996 – January 1999**                      **Avis Goodwin Community Health Center**  
***Patient Service Representative***

- Greeting all patients and updating paperwork
- Posting patient charges and making appointments
- Answering and routing telephone calls
- Typing, filing, and general clerical tasks

**November 1999 - June 2001**                      **Papa-Gino's**  
***Shift Leader***

- Supervising Crew
- Cashing out registers and preparing deposits
- Running nightly reports for area manager

### **Education:**

August 2001-December 2001      NH Medical Society - Certified Professional Coding Course

September 1996-June 1997      University of New Hampshire - General Education Courses

September 1995-June 1996      University of Southern Maine - General Education Courses

1991-1995                              Dover High School

**Skills:**

- ♦ Able to prioritize and handle multiple tasks
- ♦ Microsoft Word, Access, and Excel
- ♦ Highly organized, self-motivated, and detail oriented
- ♦ Knowledge of ICD9 and CPT codes
- ♦ Electronic Medical Billing
- ♦ Excellent customer service

**References:** Available upon request

# MICHELE RENEE GERGEN

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## OBJECTIVE

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To obtain a challenging position with a company where I will utilize my experience, education, and acquired skills while fulfilling the goals and professional philosophies of my employer.

## EMPLOYMENT

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### MEDICAL ASSISTANT

SEPT 2011 – CURRENT

*FAMILIES FIRST HEALTH AND SUPPORT CENTER*

### LNA

NOV 2009 – SEPT 2011

*Webster at Rye*

*Rye, New Hampshire*

- Responsible for assisting residents with personal care and daily activities, including, but not limiting the following; feeding, bathing, dressing, dental/mouth care, toileting, nail care, etc.
- Assisting residents in preparing for activities/social programs.
- Assist with lifting, turning, positioning and transporting residents in out of beds, chairs, tubs, wheelchairs etc...
- Meet with shift nurse on a regular scheduled basis, to assist in identifying and correcting problem areas, and/or improvement of services.
- Record all the residents' activities of daily living on flow sheets, notes, charts, etc.
- Take and record vital signs (temps, pulse, respiratory); measure and record height/weight.
- Assist with the admission, transfer and discharge of residents.
- Assist nurse in giving treatment and examining residents.

### FLU CLERK

OCT 2008- NOV 2008

*Maxim Health Systems (temporary position)*

*Portsmouth, New Hampshire*

- Assist with set-up of individual clinic sites.
- Responsible for customer registration, including pre-screening policies and procedures.
- Assist customer with the completion of the correct paperwork.
- Ensure accuracy/completeness of all paperwork.
- Retain all completed consent forms and clinic logs.
- Ensure proper money collection and money exchange.

### PENSION ADMINISTRATOR

2007-2008

*South Shore Administrators*

*Greenland, New Hampshire*

- Responsible for answering, fielding, and routing inbound calls.
- Answer client inquiries regarding 401(k) pension plans.
- Enter participant's 401(k) payroll deductions into database.
- Produce and proofread reports against payroll documents.
- Download participant's 401(k) contributions/loan payments onto various fund company websites.
- Responsible for forwarding clients 401(k) contribution checks to fund companies.
- Process individual 401(k) loans.
- Prepare and mail 401(k) participant distribution claim packages.
- Greet visitors.

- CUSTOMER SERVICE REPRESENTATIVE/EXPORT COORDINATOR** 1996-2002  
*Erie Scientific Company (ThermoFisher Scientific)* *Portsmouth, New Hampshire*
- Prepared and processed documentation for exports shipments and coordinate shipments with freight forwarders.
  - Responsible for export order entry and correspondences with export customers.
  - Assisted with invoicing; performed closing procedures.
  - Liaison between sales representatives and customers.
  - Trained new customer service representative employees.
  - Collaborated closely with shipping personnel to verify availability of stock and expedite orders.
  - Received telephone and written orders from customers, answered inquiries regarding products and pricing, assisted with resolving problems, processed complaints and fulfill sample/information requests.
  - Proofread all purchase orders against sales orders.
  - Prepare and process documentation for Canadian and Puerto Rico shipments.
  - Created and maintained customer files.
  - Verified rebates and processed credits/debits for monthly rebates.

- INCENTIVE PROCESSOR** 1995-1996  
*Erie Scientific Company* *Portsmouth, New Hampshire*
- Compiled plant employee's incentive sheets for payroll entry.
  - Entered employee's incentive percentages into database for payroll department.
  - Produced production reports for Manufacturing Manager.

**EDUCATION**

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- BUSINESS MANAGEMENT** 1996-1998  
*New Hampshire College* *Portsmouth, New Hampshire*
- LNA** 2009  
*MedPro Educational Services* *Dover, New Hampshire*

**SKILLS**

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- Highly motivated achiever who is skilled at organizing, coordinating, prioritizing and managing multiple-level projects through to completion within time constraints.
- People-orientated administrative professional with significant, progressive experience and strengths in administrative support and customer service.
- Solid communicator with unsurpassed interpersonal skills.
- Loyal and dedicated self-starter with excellent work record and proven ability to go the extra mile.
- Strong problem-solver who can generate workable solutions and resolve Complaints

**Key Skills** Primary Health Care • Case Management • Diabetes • Collaboration • Health Education • Women's Health • EMR

## Experience

Nurse Practitioner  
October 2013 to Present Families First Health and Support Center

Nurse Practitioner  
September 2011-May 2013 Veterans Health Administration, Manchester, NH

- Independently perform histories and physical exams for well exams, gynecology, follow up, and sick visits on patients age eighteen and older in the primary care clinic.
- Manage patient panel of 1,000 patients
- Provide exceptional patient care and medical team support across multiple medical specialties
- Perform preoperative clearance, history and physical, EKGs, lab tests, discharge, and follow-up
- Assess, diagnose, and treat sprains, strains, and other physical injuries
- Determine severity of patient condition and promptly refer to specialists when appropriate
- Develop and administer disease management plan ensuring high quality, comprehensive care
- Provide acute episodic and chronic care to adult and geriatric populations with complex medical conditions
- Facilitate case management, consultation, and interdisciplinary patient care
- Educate patients in healthy diets, exercise, smoking cessation, and overall positive lifestyles
- Maintain working knowledge of current medical technology, procedures, and standards of care
- Perform all duties in a positive, professional, and courteous manner
- Collaborated with community health care, mental health providers, and tertiary care centers to maintain continuity of health care for patients.
- Document plans via EMR.

Registered Nurse Interventional Care Unit  
September 2006-June 2011 Portsmouth Regional Hospital Portsmouth NH

- Provide critical care to the post cardiac catheterization and interventional cardiac patients.
- Provide care to the pre and post open heart patient.
- Evaluate and monitor cardiac rhythms during the titration of cardiac medications.
- Act as Resource nurse and evaluate staffing requirements and floor assignments for a 10 bed unit.

Registered Nurse  
September 2004-August 2006 Rush University Medical Center Chicago, IL

- Fulfill the role of Charge nurse and supervise up to nine nurses and four patient care technicians.
- Evaluate staffing requirements, floor assignments, and unit activities for a thirty seven bed unit.
- Provide acute care to renal transplant, hemodialysis, pulmonary, neurology and cardiac patients

## Education

University of New Hampshire, Durham, NH  
January 2008-May 2011  
Masters of Science Nursing, Family Nurse Practitioner

University of New Hampshire, Durham, NH  
September 2000-May 2004  
Bachelor of Science Nursing

## Current License and Certifications

Advanced Practice Registered Nurse in the state of New Hampshire  
Registered Nurse in the state of New Hampshire  
BLS for the Health Care Provider

## **Ruth James**

### **EDUCATION**

Johns Hopkins Bloomberg School of Public Health, Baltimore, MD Master of Public Health	2009
University of Maryland School of Medicine, Baltimore, MD Medicinae Doctor	2008
Byrn Mawr College, Bryn Mawr, PA Post Baccalaureate Premedical Program	2003
Smith College, Northampton, MA Bachelor of Arts in Economics, minor in Marine Sciences	1998

### **EMPLOYMENT**

Families First Health and Support Center, Portsmouth, NH Family Physician	2012-present
Franklin Square Hospital, Baltimore, MD Family Medicine Resident	2009-2012
The World Bank, Washington, DC Junior Strategy Associate	2001-2002
United States Peace Corps, Nicaragua Small Business Volunteer	1998-2000

### **MEMBERSHIPS**

American Academy of Family Physicians  
Wilderness Medical Society  
American College of Lifestyle Medicine  
American Academy of Home Care Physicians  
American Medical Association

# PAULA KEITH

## OBJECTIVE

To be actively employed in the healthcare profession-to provide and utilize my experience with customer service to compliment my profession.

## CREDENTIALS

CPR Certification  
First Aid Certification

## EDUCATION

Hesser College, Concord, NH - Medical Assistant Diploma Program

## SKILLS

### CLINICAL

Obtained vital signs  
Phlebotomy  
Lab specimen prep  
Assisting Drs. with surgical procedures  
Prepared and maintained rooms  
Updated and maintained patient files

### BUSINESS

Developed customer service  
Prepared and processed insurance forms  
Performed scheduling  
Balanced cash office  
Updated and maintained patient files

### TECHNOLOGY

#### EQUIPMENT

Operated a centrifuge  
Operated an autoclave  
Hemoglobin and Glucose testing  
NST machine  
P.C. Proficient  
Practice Management Software  
Access, Excel, MS Word

## EXPERIENCE

FAMILIES FIRST, PORTSMOUTH NH

MEDICAL ASSISTANT

Maintain providers schedule and patient flow  
Obtain patients vital signs (ht, wt, bp, temp)

Prepare pt rooms with all necessary equipment and supplies  
Enter and maintain all patient info in EMR  
(labs, immunizations, ph. notes)  
Perform any in-office labs as ordered by providers  
Complete referrals from providers

**PARTNERS FOR WOMENS HEALTH, EXETER NH**

**MEDICAL ASSISTANT**

Obtain patients vital signs (ht, wt, bp, temp)  
Prepared patient rooms with all necessary equipment and supplies  
Performed urine dips on all OB patients and any others as required  
Update and maintain patients files  
Maintain Drs. schedule and patient flow  
Prepared patient charts for next day

**TILTON FAMILY HEALTHCARE, TILTON NH**

**MEDICAL ASSISTANT**

Obtained patients vital signs (ht, wt, bp, temp, pulse)  
Prepared patient rooms with all necessary equipment and supplies  
Performed any lab testing and or blood draws as ordered by Drs.  
Entered and maintained all patient files as necessary (EMR)  
Maintained Drs. schedule and patient flow

**ANDREA'S PRESCHOOL /DAYCARE, TILTON, NH**

**COOK**

Sole responsibility for meeting nutritional guidelines  
Managing and replenishing inventory  
Meal prep and cleanup for 40-50 children

**AMES DEPARTMENT STORE, TILTON, NH**

**STORE TRAINER/SERVICE DESK ASSOCIATE**

Provided friendly customer service  
Motivated employee training  
Proactively updated all training material and employees  
Managed and maintained employee files  
Executed preliminary reference checks on potential applicants  
Effective scheduling of store personnel  
Distribution of mail on a biweekly basis  
Managed service desk operations

**COMMUNITY OUTREACH**

Religious Education Teacher for first grade children  
Church Fundraiser  
Elementary school office aide  
Muscular Dystrophy Fundraiser  
Girl Scout Leader



**Tamara Kiernan, LADC, BS, MS**

**EDUCATION**

New England College	
Master of Science in Mental Health Counseling	2013
Master of Science in Business Management	2005
Springfield College	1997
Bachelor of Science in Human Services	

**WORK EXPERIENCE**

Families First Health and Support Center, Portsmouth, NH	2014-present
Substance Abuse Counselor	
Counseling Services Incorporated, Biddeford, ME	2010-2012
Outpatient Substance Abuse Counselor	
Libra Substance Abuse Counseling Service, Biddeford, ME	2000-2008
Owner and Outpatient Substance Abuse Counselor	
Crossroads for Women	1999-2000
Outpatient Manager	
The Recovery Center, Mercy Hospital, Portland, ME	1998-2000
Substance Abuse Counselor	
Tri-County Mental Health Services	1995-1998
Outpatient Clinician, Group Facilitator, Case Manager	
Catholic Charities of Maine, Lewiston, ME	1992-1995
Therapist	

**CERTIFICATION**

Licensed Alcohol and Drug Counselor in Maine since 1996

## **Melissa Moore**

### **EXPERIENCE**

Families First Health and Support Center, Portsmouth, NH 2012-present  
Medical Assistant

Fox's Lobster House, York Beach, ME 2010-2012  
Server

Norma's Restaurant, York, ME 1998-2012  
Server

Maintained high standards of customer service during high-volume, fast-paced operations. Resolved guest complaints promptly and professionally. Reported to each shift on time and ready to work. Took initiative to find extra tasks when scheduled duties were completed.

Eliot Family Practice, Eliot, ME 2006-2007  
Medical Assistant

Worked closely and efficiently with doctors and nurses, following specific instructions. Prepared exam rooms for patients. Worked diligently to keep doctors and patients on schedule. Blood draws. Vaccine administration. Filing. Scheduling patients. Patient call backs.

### **EDUCATION**

York County Community College, Wells, ME  
Medical Assisting/Nursing—still taking classes

# **ERIC B. SAMUEL, M.D.**

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## **EDUCATION**

**Meharry Medical College, Nashville, TN**

M.D.

Graduation: May 1998

**University of Florida, Gainesville, FL**

B.S., Microbiology and Cell Science

Minor: Sociology

Graduation: December 1992

## **POSTGRADUATE TRAINING**

**Bayfront Medical Center, St. Petersburg, FL**

Family Practice Residency Program

Graduation: June 2001

## **BOARD CERTIFICATION**

America Board of Family Practice

## **PROFESSIONAL MEMBERSHIPS**

American Academy of Family Physicians

Florida Academy of Family Physicians

## **CAREER EXPERIENCES**

**Families First Health and Support Center, Portsmouth, NH**

Primary Care Physician/Medical director, in-waiting

Medical Home Designation - NCQA

**12/01/2013 to present**

**Baptist Primary Care, Jacksonville, FL**

Primary Care Physician

Medical Home Designation - NCQA

**4/2010 to 11/15/2013**

**Duval County Health Department, Jacksonville, FL**

Primary Care Clinic

**9/2009 to 3/2010**

**Suwannee County Health Department, Live Oak, FL**

Primary Care Clinic

**7/2005 to 9/2009**

**Shands Live Oak, Live Oak, FL**

Emergency Department

**11/2002 to 10/2005**

**Madison County Memorial Hospital, Madison, FL**

Emergency Department

**10/2002 to 12/2002**

**ERIC B. SAMUEL, M.D.**

**PAGE 2**

<b>Solo Family Practice, Jasper, FL</b>	<b>8/2002 to 01/2003</b>
<b>Associate of Juan A. Escobales, M.D., St. Petersburg, FL Primary Care</b>	<b>7/2001 to 7/2002</b>
<b>Bayfront Convenient Care Clinics, St. Petersburg, FL</b>	<b>1999 to 2001</b>
<b>Eckerd College - Student Health Clinic, St. Petersburg, FL</b>	<b>1999 to 2001</b>
<b>Vencor Hospital, St. Petersburg, FL</b>	<b>1999 to 2001</b>
<b>BayNews 9, St. Petersburg, FL HealthTeam9 Member – Medical Updates on Sunday News Cast</b>	<b>11/1999 to 8/2002</b>

**HONORS**

**Dr. Charles Aucremann Art of Medicine Award, June 2001 presented by Bayfront Family Practice residency**

**CONTRACTOR NAME: Families First of the Greater Seacoast**

**Key Personnel (1/29/2015)**

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Helen B. Taft	Executive Director	\$103,189	0.00%	\$0.00
David C. Choate	Finance Director	\$ 68,216	0.00%	\$0.00
Susan Durkin	Clinical Director	\$ 58,079	0.00%	\$0.00

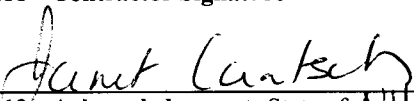
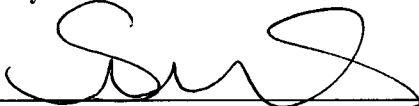
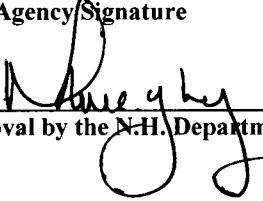
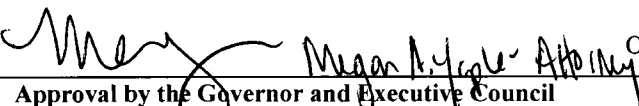
Subject: Infrastructure Development to Implement SBIRT

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health & Human Services Division for Drug and Alcohol Services		<b>1.2 State Agency Address</b> 129 Pleasant St. Concord, NH 03301	
<b>1.3 Contractor Name</b> Goodwin Community Health		<b>1.4 Contractor Address</b> 311 Route 108 Somersworth, NH 03878	
<b>1.5 Contractor Phone Number</b> (603) 516-2550	<b>1.6 Account Number</b> 05-095-49-491510-2990	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$76,050
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin		<b>1.10 State Agency Telephone Number</b> (603) 271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Janet Laatsch, CEO	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Stafford</u> On <u>1/29/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 		My Commission Expires September 17, 2019	
<b>1.15.2 Name and Title of Notary or Justice of the Peace</b> Sara Garland, Notary Public			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> D Langley Director, BOAS	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Megan A. Goble Attorney On: <u>2/10/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: VL  
Date: 1-29-15

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 14. INSURANCE.

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

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

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

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

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



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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



## Exhibit A

### Scope of Services

#### 1. Scope of 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 with ten (10) days of the contract effective date.
- 1.2. The Contractor shall develop the infrastructure necessary to provide and record a Screening, Brief Intervention, Referral to Treatment (SBIRT) program for adult patients. The Contractor shall:
  - 1.2.1. Ensure sufficient qualified staff to conduct SBIRTs according to the SBIRT model described by the Centers for Disease Control (CDC) at <http://www.cdc.gov/ncddd/fasd/documents/alcoholsbiiimplementationguide.pdf>. Staff delivering SBIRT services must have one of the following combinations of minimum education and/or credentials:
    - 1.1.1.1. Masters prepared behavioral health practitioners. This includes individuals licensed under the Mental Health Board, Psychology Board, or Alcohol and Drug Use Professionals Board.
    - 1.1.1.2. Masters prepared and in the process of obtaining a license from the Mental Health Board, Psychology Board, or Alcohol and Drug Use Professionals Board, while under the supervision of a licensed practitioner of the same profession.
    - 1.1.1.3. Physicians or Advanced Practice Registered Nurses licensed to practice in NH.
    - 1.1.1.4. Physician Assistants or other practitioners under the supervision of a Physician licensed to practice in NH.
  - 1.2.2. Integrate technology based care approaches as part of SBIRT practices to ensure a maximum number of patients are reached. Integrated Technology Based Care approaches (TBC) include, but are not limited to:
    - 1.2.2.1. Extending internal and external networks for tablets to be used for screenings.
    - 1.2.2.2. Engaging the Community Health Access Network (CHAN) to develop interface for tablets to be used for screenings.
    - 1.2.2.3. Ensuring network integration is achieved by:
      - 1.2.2.3.1. Maintaining electronic health records security.

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Exhibit A

- 1.2.2.3.2. Developing and implementing network protocols.
- 1.2.2.4. Hiring and training one (1) Network Security Specialist and one (1) SBIRT Project Manager.
- 1.3. The Contractor shall provide staff training to ensure SBIRT activities are conducted with fidelity to the model described in Section 1.1.1. Staff training shall include:
  - 1.3.1. Certified Professional Coder Training for the lead biller.
  - 1.3.2. Technology Integration Training for all staff that assist patients.
  - 1.3.3. Coding Competency Training for all clinical staff.
  - 1.3.4. Workflow, Algorithms and Internal/External Policy Training for all staff.
  - 1.3.5. Patient Scheduling Training for all patient advocate and call center staff to enable correct visit-type scheduling based on patient need.
- 1.4. Modify and/or adapt current Electronic Health Records systems by including SBIRT coding and billing in order to track SBIRT completions as well as SBIRT actions, recommendations and follow ups. The Contractor shall:
  - 1.4.1. Develop a proficient billing and coding team that can provide additional clinical competencies related to coding and billing.
  - 1.4.2. Document SBIRT activities in client records using existing EMR forms as well as new EMR forms developed in coordination with the Community Health Access Network (CHAN).
- 1.5. The Contractor shall implement SBIRT services by including SBIRT activities in daily agency operations. The Contractor shall:
  - 1.5.1. Conduct screenings using one or more of the screening instruments listed in Appendix E of "Systems-Level Implementation of Screening, Brief Intervention and Referral to Treatment TAP33" (2013 edition) (<http://www.integration.samhsa.gov/sbirt/TAP33.pdf>).
  - 1.5.2. Provide patients with hand held Phreesia Tablets to initiate the SBIRT process and track services related to screenings in EMRs.
  - 1.5.3. Conduct brief interventions and track services related to brief interventions in EMRs.
  - 1.5.4. Refer patients to treatment services, as necessary, and ensure each patient has connected with the specific service provider by including the referral as part of the patient visit.
  - 1.5.5. Coordinate care between CHC services and external treatment providers by following up with patients to ensure referral loop was closed. Coordination of care includes, but is not limited to:

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## Exhibit A

- 1.5.5.1. Obtaining client consents to contact service providers in order to resolve any barriers to accessing services.
- 1.5.5.2. Referring patients for Substance Use Disorder (SUD) services, as needed.
- 1.5.5.3. Work with Regional Public Health Networks by attending quarterly meetings with ONE Voice for Strafford County in order to identify new SUD referral sources as they become available.
- 1.5.6. Document SBIRT activities in client records by noting in the Electronic Health Record during the patient visit.
- 1.6. The Contractor shall test efficacy of use of hand-held devices to initiate SBIRT implementation with a subset of the target population prior to full implementation with all eligible populations. The Contractor shall:
  - 1.6.1. Test the integration of screening information that patients enter into hand-held devices with EMRs
  - 1.6.2. Test use of hand-held devices on a variety of patients with differing demographics such as gender, age, and method of payment.
- 1.7. The Contractor shall sustain program operations for SBIRT by identifying public and private funding services, including private insurances. In order to receive additional funding from other sources, the Contractor shall develop a coding, tracking and billing system for SBIRT services.

## 2. Reporting Requirements

- 2.1. The Contractor shall provide monthly reports to the Department that identify:
  - 2.1.1. The total number of clients/patients receiving SBIRT services.
  - 2.1.2. The percentage of clients/patients in Section 2.1.1:
    - 2.1.2.1. Receiving only screening.
    - 2.1.2.2. Receiving brief intervention.
    - 2.1.2.3. Referred for more intensive services.
    - 2.1.2.4. Referred for more intensive services who initiated services.
  - 2.1.3. Updates on any changes, enhancements or adaptations to SBIRT procedures in the following areas:
    - 2.1.3.1. Technology-based systems.
    - 2.1.3.2. Staffing.
    - 2.1.3.3. Coding and billing.

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Exhibit A

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**3. Deliverables**

- 3.1. The Contractor shall hire and initiate training for two (2) key staff identified in Section 1.2.2.4 within thirty days (30) from the contract effective date.
- 3.2. The Contractor shall have necessary network wiring completed, and routers for public and private access and network switches installed within sixty (60) days from the contract effective date.
- 3.3. The Contractor shall have achieved network integration between Phreesia Tablets and EHR with EHR security and network protocols developed and implemented within ninety (90) days from the contract effective date.



Exhibit B

**Method and Conditions Precedent to Payment**

1. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) #93.959, (<https://www.cfda.gov>) SAMHSA Substance Abuse Prevention and Treatment Block Grant.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1.
3. Payment for said services shall be made as follows:
  - 3.1. The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 3.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice and the required reports identified in Exhibit A, Section 2, Reporting Requirements for Contractor services provided pursuant to this Agreement.
  - 3.3. The invoice must be submitted to:

Financial Manager  
Department of Health and Human Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301
4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Section 2, Reporting Requirements.
5. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
6. The State may, at its sole discretion, extend the Contract agreement for two (2) additional years upon written agreement of both parties and approval of the Governor and Executive Council, if there has been satisfactory execution of services in the initial term by the Contractor.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
9. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to transfer funds within line items in Exhibit B-1 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Budget Form

COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder/Program Name: Goodwin Community Health  
Budget Request for: SBIRT Infrastructure Grant

Budget Period: State Fiscal Year 2015

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share			Total
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	
1. Total Salary/Wages	\$ 43,834.00	\$ 2,410.00	\$ 46,244.00	\$ 5,978.00	\$ 2,410.00	\$ 8,388.00	\$ 37,856.00	\$ -	\$ -	\$ 37,856.00
2. Employee Benefits	\$ 7,890.12	\$ 433.80	\$ 8,323.92	\$ 1,076.04	\$ 433.80	\$ 1,509.84	\$ 6,814.08	\$ -	\$ -	\$ 6,814.08
3. Consultants	\$ 5,000.00	\$ 149,000.00	\$ 154,000.00	\$ -	\$ 149,000.00	\$ 149,000.00	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00
Purchase/Depreciation	\$ 12,280.00	\$ -	\$ 12,280.00	\$ -	\$ -	\$ -	\$ 12,280.00	\$ -	\$ -	\$ 12,280.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ -	\$ 200.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,650.00	\$ 3,000.00	\$ 4,650.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 1,650.00	\$ -	\$ -	\$ 1,650.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 2,750.00	\$ -	\$ 2,750.00	\$ -	\$ -	\$ -	\$ 2,750.00	\$ -	\$ -	\$ 2,750.00
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 83,104.12	\$ 154,843.80	\$ 237,947.92	\$ 7,054.04	\$ 154,843.80	\$ 161,897.84	\$ 76,050.08	\$ -	\$ -	\$ 76,050.08

Indirect As A Percent of Direct 186.3%

Contractor Initials: *RL*  
Date: *1-27-15*



**SPECIAL PROVISIONS**

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

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





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

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

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



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 Department reserves the right to renew the contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Contractor Name:

1-29-15  
Date

Janet Laatsch  
Name: Janet Laatsch  
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:

1-29-15  
Date

Janet Laatsch  
Name: Janet Laatsch  
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:

1-29-15  
Date

Janet Laatsch  
Name: Janet Laatsch  
Title: CEO

Contractor Initials JL  
1-29-15  
Date 1-29-15



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

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

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

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

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

Exhibit G

Contractor Initials

Handwritten initials, possibly "JR", in black ink.

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

1-29-15  
Date

Janet Laatsch  
Name: Janet Laatsch  
Title: CEO

Exhibit G

Contractor Initials JL

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

1-29-15  
Date

Janet Laatsch  
Name: Janet Laatsch  
Title: CEO



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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





Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

\_\_\_\_\_  
The State

*D Langley*  
\_\_\_\_\_  
Signature of Authorized Representative

*D Langley*  
\_\_\_\_\_  
Name of Authorized Representative

*Director*  
\_\_\_\_\_  
Title of Authorized Representative

*2/17/15*  
\_\_\_\_\_  
Date

*Goodwin Community Health*  
\_\_\_\_\_  
Name of the Contractor

*Janet Laatsch*  
\_\_\_\_\_  
Signature of Authorized Representative

*Janet Laatsch*  
\_\_\_\_\_  
Name of Authorized Representative

*CEO*  
\_\_\_\_\_  
Title of Authorized Representative

*1/29/15*  
\_\_\_\_\_  
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:

1-29-15  
Date

Jane Laatsch  
Name: Jane Laatsch  
Title: CE



**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: 7800541164
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: _____

State of New Hampshire  
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24<sup>th</sup> day of September A.D. 2014

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

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

1. I am the duly elected Board Chair of the Goodwin Community Health;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Goodwin Community Health, duly held on January 8, 2015;

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 29, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand as the Board Chair of the Goodwin Community Health this 29 day of January, 2015.

  
\_\_\_\_\_  
David Staples, DDS, Board Chair

STATE OF NH  
COUNTY OF STRAFFORD

The foregoing instrument was acknowledged before me this 29 day of January, 2015 by David Staples, DDS.

  
\_\_\_\_\_  
SARA M. GARLAND, Notary Public  
Notary Public/Justice of the Peace  
My Commission Expires September 17, 2019  
My Commission Expires: \_\_\_\_\_



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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.

PRODUCER License # AGR8150
Clark Insurance
80 Canal St
Manchester, NH 03101
CONTACT NAME: Lorraine Michals
PHONE (A/C, No, Ext): (603) 622-2855
FAX (A/C, No): (603) 622-2854
E-MAIL ADDRESS: info@clarkinsurance.com
INSURER(S) AFFORDING COVERAGE
INSURER A: Union Mutual Fire Insurance Companies
NAIC #: 25860
INSURED: Goodwin Community Health
311 Route 108
Somersworth, NH 03878

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with 7 columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

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

CERTIFICATE HOLDER CANCELLATION

Form with two columns: Certificate Holder (DHHS, Division of Drug and Alcohol Services) and 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: Thomas R. Lavin)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/29/2015

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

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

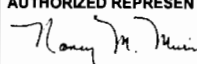
<b>PRODUCER</b>  Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  GOODWIN COMMUNITY HEALTH CENTER DBA: Goodwin Community Health Center 311 Route 108 Somersworth, NH 03878	<b>INSURER A:</b> Security Natl Ins Co <span style="float: right;">NAIC # 19879</span>	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

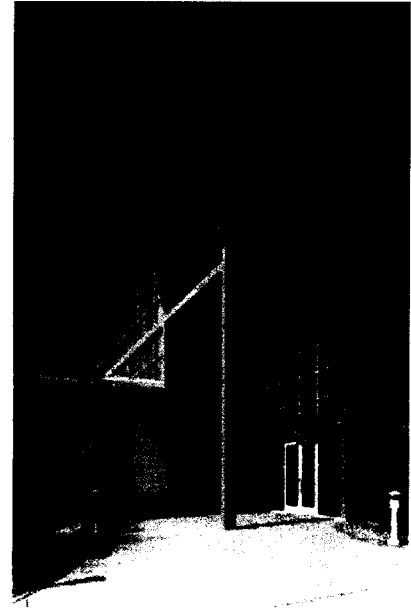
**COVERAGES** **CERTIFICATE NUMBER: 306441** **REVISION NUMBER:**

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	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COMP/OP AGG \$ _____ \$ _____	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____	
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>N</b>	<b>N/A</b>	<b>N</b>	<b>SWC1050980</b>	<b>07/31/2014</b>	<b>07/31/2015</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

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

<b>CERTIFICATE HOLDER</b>  DHHS Division of Drug and Alcohol Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



### **Goodwin Community Health Mission Statement**

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

---

**Goodwin Community Health  
and Subsidiary**

**Financial Report**

**June 30, 2014**

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Accessible  
Approachable  
Accountable

Independent Auditors' Report

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

**Report on the Consolidated Financial Statements**

We have audited the accompanying consolidated financial statements of Goodwin Community Health and Subsidiary (the Center) which comprise the consolidated statements of financial position as of June 30, 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.

---

**Macpage LLC**

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

macpage.com



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.

*Magpage LLC*

South Portland, Maine  
November 25, 2014

## Consolidated Statements of Financial Position

June 30,

	2014	2013
<b>ASSETS</b>		
<b>Current Assets</b>		
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
<b>Total Current Assets</b>	<u>1,236,367</u>	<u>951,282</u>
<b>Property and Equipment, Net (Notes 1 and 7)</b>	<u>6,276,034</u>	<u>6,547,866</u>
<b>Other Assets</b>		
Goodwill (Note 1)	17,582	17,582
Pledges receivable, net of current portion (Note 5)	8,010	11,494
<b>Total Other Assets</b>	<u>25,592</u>	<u>29,076</u>
<b>Total Assets</b>	<u>\$ 7,537,993</u>	<u>\$ 7,528,224</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>Current Liabilities</b>		
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
<b>Total Current Liabilities</b>	<u>893,276</u>	<u>1,036,939</u>
<b>Long-Term Liabilities</b>		
Long-term debt, net of current portion (Note 9)	869,885	935,100
<b>Total Liabilities</b>	<u>1,763,161</u>	<u>1,972,039</u>
<b>Net Assets</b>		
Unrestricted (deficit)	354,851	(73,807)
Temporarily restricted (Note 11)	5,419,981	5,629,992
<b>Total Net Assets</b>	<u>5,774,832</u>	<u>5,556,185</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 7,537,993</u>	<u>\$ 7,528,224</u>

## Consolidated Statement of Activities

Year Ended June 30, 2014

	Unrestricted	Temporarily Restricted	Total
<b>Operating Revenue and Support</b>			
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)	
<b>Total Operating Revenue and Support</b>	<b>8,904,244</b>	<b>(210,011)</b>	<b>8,694,233</b>
<b>Functional Expenses</b>			
Program services	7,300,409		7,300,409
Fundraising	137,934		137,934
General and administrative	1,050,293		1,050,293
<b>Total Expenses</b>	<b>8,488,636</b>		<b>8,488,636</b>
<b>Change in Net Assets from Operating Activities</b>	<b>415,608</b>	<b>(210,011)</b>	<b>205,597</b>
<b>Non-Operating Revenue and Support</b>			
Rent income	13,050		13,050
<b>Total Change in Net Assets</b>	<b>428,658</b>	<b>(210,011)</b>	<b>218,647</b>
<b>Net Assets (Deficit), Beginning of Year</b>	<b>(73,807)</b>	<b>5,629,992</b>	<b>5,556,185</b>
<b>Net Assets, End of Year</b>	<b>\$ 354,851</b>	<b>\$ 5,419,981</b>	<b>\$ 5,774,832</b>



**Consolidated Statement of Activities - Continued**

Year Ended June 30, 2013

	Unrestricted	Temporarily Restricted	Total
<b>Operating Revenue and Support</b>			
Patient service revenue (Notes 1 and 10)	\$ 4,468,027		\$ 4,468,027
Provision for bad debts	<u>(275,559)</u>		<u>(275,559)</u>
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	<u>215,425</u>		<u>215,425</u>
	8,188,674	<u>35,416</u>	8,224,090
Net assets released from restrictions	<u>180,296</u>	<u>(180,296)</u>	
<b>Total Operating Revenue and Support</b>	<u>8,368,970</u>	<u>(144,880)</u>	<u>8,224,090</u>
<b>Functional Expenses</b>			
Program services	7,076,642		7,076,642
Fundraising	145,116		145,116
General and administrative	<u>1,020,853</u>		<u>1,020,853</u>
<b>Total Expenses</b>	<u>8,242,611</u>		<u>8,242,611</u>
<b>Change in Net Assets from Operating Activities</b>	<u>126,359</u>	<u>(144,880)</u>	<u>(18,521)</u>
<b>Non-Operating Revenue and Support</b>			
Rent income	12,182		12,182
Class action settlement	<u>148,066</u>		<u>148,066</u>
<b>Change in Net Assets from Non-Operating Activities</b>	<u>160,248</u>		<u>160,248</u>
<b>Total Change in Net Assets</b>	286,607	(144,880)	141,727
<b>Net Assets (Deficit), Beginning of Year</b>	<u>(360,414)</u>	<u>5,774,872</u>	<u>5,414,458</u>
<b>Net Assets (Deficit), End of Year</b>	<u>\$ (73,807)</u>	<u>\$ 5,629,992</u>	<u>\$ 5,556,185</u>

## Consolidated Statements of Cash Flows

Years Ended June 30,

	2014	2013
<b>Cash flows from operating activities:</b>		
Change in net assets	<u>\$ 218,647</u>	<u>\$ 141,727</u>
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	<u>24,881</u>	<u>281,455</u>
Net cash flows from operating activities	<u>243,528</u>	<u>423,182</u>
<b>Cash flows from investing activities:</b>		
Purchases of equipment		(32,092)
Net cash flows from investing activities		<u>(32,092)</u>
<b>Cash flows from financing activities:</b>		
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	<u>(172,436)</u>	<u>(106,188)</u>
<b>Net change in cash and cash equivalents</b>	<b>71,092</b>	<b>284,902</b>
<b>Cash and cash equivalents, beginning of year</b>	<u><b>584,487</b></u>	<u><b>299,585</b></u>
<b>Cash and cash equivalents, end of year</b>	<u><u><b>\$ 655,579</b></u></u>	<u><u><b>\$ 584,487</b></u></u>
<b>Supplemental disclosure of cash flow information:</b>		
Interest paid during year	\$ 57,245	\$ 70,380

**Consolidated Statements of Functional Expenses**

Years Ended June 30,

	2014				2013			
	Program	Fundraising	General and Administrative	Total	Program	Fundraising	General and Administrative	Total
<b>Personnel</b>								
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
	<u>4,503,825</u>	<u>109,403</u>	<u>688,843</u>	<u>5,302,071</u>	<u>4,348,406</u>	<u>88,820</u>	<u>649,137</u>	<u>5,086,363</u>
<b>Other</b>								
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
Utilities	46,302		23,853	70,155	46,119		22,715	70,380
Lab and radiology fees	72,844	182	563	73,589	65,438	145	353	68,834
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				
	<u>2,796,584</u>	<u>28,531</u>	<u>361,450</u>	<u>3,186,565</u>	<u>2,728,936</u>	<u>56,296</u>	<u>371,716</u>	<u>3,156,948</u>
<b>Total Functional Expenses</b>	<b>\$ 7,300,409</b>	<b>\$ 137,934</b>	<b>\$ 1,050,293</b>	<b>\$ 8,488,636</b>	<b>\$ 7,077,342</b>	<b>\$ 145,116</b>	<b>\$ 1,020,853</b>	<b>\$ 8,243,311</b>

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	<u>25,906</u>	<u>14,520</u>
	506,124	367,792
Less: allowance for doubtful accounts	<u>(88,420)</u>	<u>(137,852)</u>
	<u>\$417,704</u>	<u>\$229,940</u>

### 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	<u>11,461</u>	<u>20,931</u>
	<u>\$17,461</u>	<u>\$36,530</u>
Amounts due in:		
Less than one year	\$ 9,451	\$25,036
One to five years	<u>8,010</u>	<u>11,494</u>
	<u>\$17,461</u>	<u>\$36,530</u>

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	<u>1,331,701</u>	<u>1,331,701</u>
	7,720,290	7,720,290
Less: accumulated depreciation	<u>(1,444,256)</u>	<u>(1,172,424)</u>
	<u>\$6,276,034</u>	<u>\$6,547,866</u>



## 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	-
	<u>1,024,601</u>	<u>1,063,257</u>
Less: Current portion	<u>154,716</u>	<u>128,157</u>
	<u>\$ 869,885</u>	<u>\$ 935,100</u>

## 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	<u>438,827</u>
	<u>\$1,024,601</u>

### 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	<u>(542,126)</u>	<u>(636,207)</u>
Patient service revenue	<u>\$4,798,980</u>	<u>\$4,468,027</u>

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	<u>17,461</u>	<u>36,530</u>
	<u>\$5,419,981</u>	<u>\$5,629,992</u>

### 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	\$ <u>983,748</u>	\$ <u>808,480</u>
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	<u>433,714</u>	<u>452,980</u>
	<u>1,093,689</u>	<u>956,013</u>
Wentworth Douglass Hospital	150,000	125,000
NH Charitable Foundation	50,000	104,554
Other grants and contributions	<u>198,356</u>	<u>177,344</u>
	<u>398,356</u>	<u>406,898</u>
	<u>\$2,475,793</u>	<u>\$2,171,391</u>

### 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
<b>Current Assets</b>				
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
<b>Total Current Assets</b>	<u>1,242,267</u>	<u>148,386</u>	<u>(154,286)</u>	<u>1,236,367</u>
<b>Property and Equipment, Net</b>	<u>6,272,158</u>	<u>3,876</u>		<u>6,276,034</u>
<b>Other Assets</b>				
Goodwill	45,000		(27,418)	17,582
Pledges receivable, net of current portion	8,010			8,010
<b>Total Other Assets</b>	<u>53,010</u>		<u>(27,418)</u>	<u>25,592</u>
<b>Total Assets</b>	<u>\$ 7,567,435</u>	<u>\$ 152,262</u>	<u>\$ (181,704)</u>	<u>\$ 7,537,993</u>
<b>LIABILITIES AND NET ASSETS</b>				
<b>Current Liabilities</b>				
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
<b>Total Current Liabilities</b>	<u>828,552</u>	<u>218,347</u>	<u>(153,623)</u>	<u>893,276</u>
<b>Long-term Liabilities</b>				
Long-term debt, net of current portion	856,917	13,631	(663)	869,885
<b>Total Liabilities</b>	<u>1,685,469</u>	<u>231,978</u>	<u>(154,286)</u>	<u>1,763,161</u>
<b>Net Assets</b>				
Unrestricted (Deficit)	461,985	(79,716)	(27,418)	354,851
Temporarily restricted	5,419,981			5,419,981
<b>Total Net Assets (Deficit)</b>	<u>5,881,966</u>	<u>(79,716)</u>	<u>(27,418)</u>	<u>5,774,832</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u>\$ 7,567,435</u>	<u>\$ 152,262</u>	<u>\$ (181,704)</u>	<u>\$ 7,537,993</u>

## Consolidating Schedule of Activities of Unrestricted Net Assets





Year Ended June 30, 2014

	Unrestricted Goodwin Community Health	Unrestricted Great Bay	Eliminations	Total
<b>Operating Revenue and Support</b>				
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	<u>3,755,439</u>	<u>739,537</u>		<u>4,494,976</u>
Grants, contracts and contributions	2,409,793			2,409,793
WIC food vouchers	1,572,910			1,572,910
Other	<u>150,554</u>			<u>150,554</u>
	<u>7,888,696</u>	<u>739,537</u>		<u>8,628,233</u>
Net assets released from restrictions	<u>276,011</u>			<u>276,011</u>
<b>Total Operating Revenue and Support</b>	<u>8,164,707</u>	<u>739,537</u>		<u>8,904,244</u>
<b>Functional Expenses</b>				
Program services	6,733,373	613,197	\$ (46,161)	7,300,409
Fundraising	137,934			137,934
General and administrative	<u>966,043</u>	<u>89,379</u>	<u>(5,129)</u>	<u>1,050,293</u>
<b>Total Expenses</b>	<u>7,837,350</u>	<u>702,576</u>	<u>(51,290)</u>	<u>8,488,636</u>
<b>Change in Unrestricted Net Assets from Operations</b>	<b>327,357</b>	<b>36,961</b>	<b>51,290</b>	<b>415,608</b>
<b>Non-Operating Revenue and Support</b>				
Rent income	<u>64,340</u>		<u>(51,290)</u>	<u>13,050</u>
<b>Total Change in Unrestricted Net Assets</b>	<b>391,697</b>	<b>36,961</b>		<b>428,658</b>
<b>Unrestricted Net Assets (Deficit), Beginning of Year</b>	<u>70,288</u>	<u>(116,677)</u>	<u>(27,418)</u>	<u>(73,807)</u>
<b>Unrestricted Net Assets (Deficit), End of Year</b>	<u>\$ 461,985</u>	<u>\$ (79,716)</u>	<u>\$ (27,418)</u>	<u>\$ 354,851</u>



# Board of Directors

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**David B. Staples, DDS**                      Chair

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**Valerie Goodwin**                      Vice Chair

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**Mark Boulanger**                      Treasurer

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**Kirsten Jones**                      Board Secretary

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**Pamela Bertram, MD**                      Board Member

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**Allison Neal**                      Board Member

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**Hilton Kelly** Board Member

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**Robert F. Kraunz, MD** Board Member

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**Mathurin Malby, MD** Board Member

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**Allyson Hicks** Board Member

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**Don Chick** Board Member

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**Timothy M. Harrington, Esq.**

## JANET M. LAATSCH

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

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### **WORK EXPERIENCE:**

#### **Goodwin Community Health (GCH)**

Somersworth, NH

Chief Executive Officer

2001-Present

2005-Present

#### **Accomplishments:**

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

#### **Responsibilities:**

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

#### **Finance Director**

2002-2005

#### **Accomplishments:**

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

#### **Responsibilities:**

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

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

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

**Accomplishments:**

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

**Responsibilities:**

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

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

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

**Accomplishments:**

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

**Responsibilities:**

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

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**EDUCATION:**

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

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**LICENSES/CERTIFICATES:**

Real Estate Broker  
N.H. Nursing License

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**PROFESIONAL:**

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

## 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 2009- 2012

**Chief Executive Officer**  
Great Bay Mental Health Associates, Inc

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

August 2006 – June 2011

**Service Expansion Director**  
Avis Goodwin Community Health Center

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

January 2005 – August 2006

**Site Manager, Dover Location & Front Office Manager**  
Avis Goodwin Community Health Center

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

May 2004 – January 2010

**Dental Coordinator**  
Avis Goodwin Community Health Center

- 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

# MELISSA J. SILVEY

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## MANAGEMENT PROFILE

### PROGRAM MANAGEMENT / PUBLIC HEALTH / STRATEGIC PLANNING / COMMUNITY PRIORITIZATION / DATA DISSEMINATION / FACILITATION / PARTNER RELATIONS

**Goal-focused, growth-minded leader qualified for non-profit or corporate role through 15 years of accomplishment spanning organizational growth and change management, program development and implementation, team leadership, marketing, public relations, and alliance building.**

Offering over a decade of documented leadership and management achievement growing and building small, local programs to national recognition, conceptualizing and leading highly effective innovations and solutions to problems, and spearheading improvements and changes that drive performance increases in all key metrics. Strong team leader known for dedication, energy, and ability to adjust flexibly and quickly to new challenges and situations. Qualifications include:

- Strategic Planning & Execution
- Program Vision & Direction
- Business Capacity Building
- Customer Service Delivery
- Marketing & Business Development
- Budget Planning & Administration
- Policy Development & Implementation
- Legislative Affairs & Public Relations
- Team Building & Leadership
- Media & Press Relations
- Grant & Proposal Writing
- Project Planning & Management

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## PROFESSIONAL EXPERIENCE

**Director, Public Health and Substance Misuse Prevention, July 2013-Present**

**Coordinator, October 2010-June 2013**

Goodwin Community Health, Somersworth NH

Formation of a comprehensive Regional Public Health Network for the Strafford County area that encompasses Assessment, Capacity, Planning, Implementation and Evaluation for Public Health and Substance Misuse Prevention initiatives. Tasked with forming strategic alliances, advocacy, grant collaborations, policy development, fiscal management and oversight, proposal development, sustainability.

### *KEY CONTRIBUTIONS & ACCOMPLISHMENTS:*

- |   |  |
|---|--|
| <b>Network Development</b>                        | <ul style="list-style-type: none"><li>▪ Workgroups developed and facilitated to identify regional priorities related to substance use consequence and consumption</li><li>▪ Provided stakeholders an opportunity to convene and develop prevention infrastructure within sector based settings</li><li>▪ Developed partnerships to address the changing financial and capacity landscape in non-profit funding within the State and region</li></ul>   |
| <b>Media and Strategic Outreach</b>               | <ul style="list-style-type: none"><li>▪ Formation of media strategies using a multitude of platforms including social, e-newsletters, newspaper and non-traditional sources to convey health and wellness messages</li><li>▪ Charged with providing strategic guidance and recommendations to multi-million dollar healthcare delivery system</li><li>▪ Creation and implementation of regional taskforce to address the public health epidemic of prescription drug access and diversion</li><li>▪ Branded ONE Voice for Strafford County's promotional materials, website and e-news</li></ul> |
| <b>Assessment, Data Collection and Evaluation</b> | <ul style="list-style-type: none"><li>▪ Planned and facilitated numerous focus groups, key informant interviews, moderated topical community discussions and regional summits to bolster strategic planning efforts for alcohol and other drug prevention initiatives</li><li>▪ Prioritized key findings of analysis to spearhead comprehensive 3 year plan for population level public health and prevention</li></ul>  |

...Continued

PROFESSIONAL EXPERIENCE, CONTINUED

- Planning and oversight of administration of Youth Risk Behavior Survey implementation for over 4000 high school students within catchment area

**CPC Coordinator, 2007-2010**

United Way of the Greater Seacoast & United Way of Massachusetts Bay, Portsmouth, NH

Ongoing development of a comprehensive Strategic Prevention Framework for 20 Cities and Towns in the greater Seacoast area that encompasses Assessment, Capacity, Planning, Implementation and Evaluation. The project is steeped in cultural competency and sustainability. Nurtured board development and cultivated broad membership which led to a prevention infrastructure. Environmental strategies were identified to lead to a lasting impact and reduction on underage drinking and binge drinking within the Region.

*KEY CONTRIBUTIONS & ACCOMPLISHMENTS:*

**Program Development**

- Developed capacity within region to bolster prevention efforts toward consequence and consumption of underage drinking and binge drinking
- Provided stakeholders an opportunity to address prevention efforts and craft an infrastructure to deliver prevention services
- Brokered new networks that directly impacted the region to through the use of technical assistance, logistical support and capacity development.

**Director, 2006-2007 ■ Deputy Director, 2005-2006 ■ Consultant, 2004-2005**

Milton S. Eisenhower Foundation, Youth Development & Employment Relocation Programs, Washington, D.C.

Earned promotions from consultant into newly created position as Director of Youth Development & Employment Replication Programs. Took the lead in replicating Youth Safe Haven sites and Quantum Opportunities program throughout NH, then providing technical assistance to other Housing Authorities nationwide. Spearheaded research and development of national model for launch of an out-of-school youth program.

Provide technical assistance to four NH Housing Authorities. Form and cultivate community partnerships, identify grant/funding opportunities, and work on congressional appeals for funding. Represent Foundation, working with program sites around the nation to set measurable goals and improve performance; help attain non-profit status for sites without existing 501c3 status. Report directly to CEO and COO; advise senior management on nationwide trends in funding.

*KEY CONTRIBUTIONS & ACCOMPLISHMENTS:*

**Program Development**

- Developed national program for drop-out students; created out-of-school youth program for national replication based on extensive research/analysis.
- Launched new program in Nashua, NH, identifying and correcting program deficiencies, ultimately securing \$655,000 in funding for 4 additional NH sites. Lobbied for funding and helped expand sites into strategic locations nationwide.
- Unearthed funding sources for national intermediary organization that directly benefited 1,000+ children and families nationwide. Served as advocate for national funding through the federal government.

**Marketing & Business Development**

- Sold program concepts to community leaders and stakeholders, persuasively presenting benefits of replicating and implementing scientifically validated programs. Built coalitions and partnerships with local and national youth-service organizations.
- Established brand and recognition for NH sites through implementation of media campaign that provided public relations through local newspapers. Spotlighted by media for involvement of Eisenhower Foundation as program cornerstone.

**Process & Performance**

- Worked directly with site directors and stakeholders, bringing real-world perspective and

- |                               |   |
|-------------------------------|---|
| <b>Improvement</b>            | <p>years of experience to assist in designing and implementing program enhancements and changes to improve program goals and outcomes.</p> <ul style="list-style-type: none"><li>▪ Provided sites nationwide with expertise and guidance in techniques for effective online data collection and analysis.</li></ul>                             |
| <b>Strategic Partnerships</b> | <ul style="list-style-type: none"><li>▪ Teamed with local/state law enforcement and NH National Guard to develop drug prevention strategies and community-based policing in state's most critical-need neighborhoods. Developed and fostered key relationships with NH Congressional delegations to further site development efforts.</li></ul> |

**Director, 1998-2005 ■ Coordinator, 1996-1998**

Dover Housing Authority, Director-Family Services/Drug Prevention & Family Support Programs, Dover, NH

Promoted to direct Family Services program, reporting directly to Executive Director within 184-unit family housing development. Completely transformed program into a nationally recognized, award-winning program that expanded into 2 locations with significantly increased capacity, new strategic partnerships throughout the community, and strategic positioning to vie competitively for national, state, and local funding.

Built and supervised a 15-person FT and PT staff (expanded from 4 to 15 employees). Oversaw and coordinated public relations, budget management, business development/grant writing, program development, client communications, and problem resolution. Represented organization at relevant local community meetings and events, developed strategic partnerships and alliances with community agencies, and facilitated community participation in programs. Administered more than \$1.5 million in grants, reporting to 15 grant and funding sources annually.

*KEY CONTRIBUTIONS & ACCOMPLISHMENTS:*

- |  |  |
|--|--|
| <b>Change Management &amp; Program Improvement</b> | <ul style="list-style-type: none"><li>▪ Led programs to achieve 2 national-scope NAHRO Awards in recognition of dramatic changes, expansions, and improvements. Strategically positioned organization to secure local, state, and national funding.</li><li>▪ Expanded organization to 2 sites in Dover and secured grant that allowed for 2-fold increase in size of community center that now features more than 6,000 sq.ft.</li></ul>  |
| <b>Program Growth &amp; Expansion</b>              | <ul style="list-style-type: none"><li>▪ Generated 900%+ increase in program participation from 20 children in 1996 to 200+ in 2004; created 16+ programs that served broad range of needs among children, including 1<sup>st</sup> Quantum Opportunities Program within State of New Hampshire.</li><li>▪ Wrote and secured 15+ grants for federal, state, and local programs. Achieved turnaround from budget deficit to program with over \$500,000 annual funding.</li><li>▪ Created and managed program that decreased juvenile crime 55% in 1 year, with organization experiencing 1<sup>st</sup>-ever crime-free month in its 50-year history.</li></ul> |
| <b>Partnerships &amp; Alliances</b>                | <ul style="list-style-type: none"><li>▪ Optimized grant funding and expanded service offerings through establishment of partnerships with local agencies and organizations. Built strong relationships with Dover School Dept. and Dover Police Dept.</li></ul>  |
| <b>Marketing &amp; Public Relations</b>            | <ul style="list-style-type: none"><li>▪ Modified community perception of public housing through strategic PR and marketing initiatives, designing and implementing all PR and marketing for programs.</li></ul>  |

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**EDUCATION**

**Bachelor of Social Work (B.S.W.), emphasis in Political Science – 1996**  
COLORADO STATE UNIVERSITY- Pueblo, CO

**CERTIFICATIONS**

**Certified Prevention Specialist (C.P.S), – 2011**  
NH PREVENTION CERTIFICATION BOARD- Manchester, NH

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Sharlene Poitras

[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

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PROFESSIONAL EXPERIENCE

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2005-Present Goodwin Community Health  
*Chief Information Officer*

- Responsible to LAN and WAN
- Crystal Report Writing
- Data Integrity
- HIPAA Security

1993-2005 Avis Goodwin Community Health Center Office/  
IS Manager

- Fluent and responsible for help desk assistance in Logician, Millbrook, PCN and MS Applications
- Oversees all hardware and software implementation
- Responsible for network administration of server and telecommunications
- Running all monthly data reports for directors, board, and government agencies
- Provides all computer and staff training.

1990-1993 Avis Goodwin Community Health Center  
*Office/Billing Manager*

- Supervise front office and billing staff in two locations
- Create and implement policies

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EDUCATION

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- Strafford Technology  
Crystal Reports
- New Hampshire Community Technical College  
Computer Technologies  
Microsoft Applications

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PROFESSIONAL ACTIVITIES

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- Fundraising Committees
- HIPAA Implementation  
HIPAA Security Officer

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REFERENCES

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Available upon request

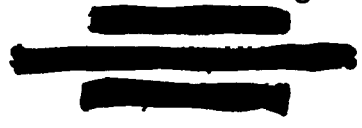
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OBJECTIVE

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To apply my skills while working as part of a team and making a difference

**Carol Ann Garlough**



**Education**

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

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

**Employment**

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

1980 – present

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

1979 – 1980

Raymond High School  
Raymond, N.H. 03077  
Home Economics Teacher

1977 -1978

**Affiliations**

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

Friends of Rochester Catholic 500 Club  
Treasurer 1986 – 1989

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

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

Strafford County Community Action Committee  
Board of Directors 2007 - present

Debra A. Sbrizza

CAREER OBJECTIVE:

To use my medical office skills and experience in an administrative position which requires a professionally committed and organized individual with excellent customer service and multitasking skills

PROFESSIONAL EXPERIENCE:

Goodwin Community Health Center, Somersworth, NH 03878

Patient Account Associate

*May 9, 2011 to present*

- Accurate and timely filing of claims to insurance carrier
- Post Accts Receivables Checks from Insurance Carrier & Patients
- Follow up on any claim denials from Insurance Carrier
- Assist patients with questions regarding statement
- Patient payment plan set up, review and collection proceedings if necessary

Sentinel Health Partners, Camden, SC 29020

Accounts Receivable

*June 2009 to April 2011*

- Responsible for patient account collections
- Work with patients to resolve insurance issues and collecting balances due
- Set up payment arrangements with patients and followed through with collections

Frisbie Memorial Hospital, Rochester, NH

Front Office Supervisor for Dale Ferguson, MD *OB/GYN*

*December 2008 to June 2009*

- Responsible for all administrative aspects within office
- Maintained electronic medical records scanning
- Scheduled patient surgeries from pre-op to post -op
- Collected insurance information and collected copayments

Avis Goodwin Community Health Center, Rochester, NH

Front Office Manager/Dale Ferguson, MD *OB/GYN*

*December 2005 to December 2008*

- Responsible for daily administrative and customer service operations front office
- Maintained patient appointment schedule
- Managed surgical hospital billing and office dictation

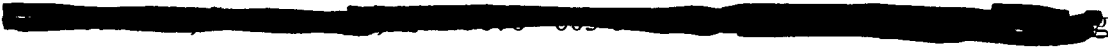
Dale Ferguson, MD *OB/GYN*, Rochester, NH

Accounts Receivable/Accounts Payable Manager

*May 2005 to December 2005*

- Responsible for accounts receivable and accounts payable, payroll and

Debra A. Sbrizza



bookkeeping

- Handled patient billing and follow through on patient accounts
- Managed insurance billing and posting of insurance payments

Lou's Pastry, Rochester, NH

Owner/Manager

*July 1997 to December 2004*

- Responsible for daily operations as well as all bookkeeping functions

Rochester *OB/GYN* Associates, Rochester, NH

Office Manager

*September 1989 to July 1997*

- Maintained payroll and bookkeeping records
- Responsible for hiring medical assistants and clerical staff
- Managed insurance billing and precertification for surgical procedures

COMPUTER SKILLS:

Proficient with Centricity, Logician, DocuTrack, Medical Manager, Microsoft Word and QuickBooks

**Goodwin Community Health: SBIRT Contract**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Janet Atkins	Chief Executive Officer	\$143,208	0%	\$0
Erin Ross	Chief Financial Officer	\$91,124	0%	\$0
Carol Garlough	Chief Operations Officer	\$79,706	0%	\$0
Melissa Silvey	Public Health Director	\$71,000	0%	\$0

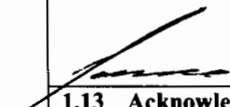
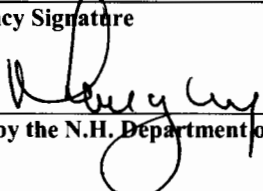
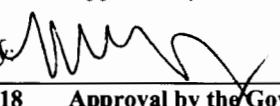
Subject: Infrastructure Development to Implement SBIRT

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health & Human Services Division for Drug and Alcohol Services		<b>1.2 State Agency Address</b> 129 Pleasant St. Concord, NH 03301	
<b>1.3 Contractor Name</b> Health First Family Care Center		<b>1.4 Contractor Address</b> 841 Central Street Franklin NH 03235-2026	
<b>1.5 Contractor Phone Number</b> 603-934-0177 ext. 107	<b>1.6 Account Number</b> 05-095-49-491510-2990	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$80,608
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin		<b>1.10 State Agency Telephone Number</b> (603) 271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Jim Wells HealthFirst - Chair	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Merrimack</u> On <u>2/19/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] <u>Theresa L. French</u>		<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> <u>Theresa L. French - Admin. Assistant</u>	
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> <u>D. Langley, Director BDAS</u>	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  <u>Megan A. York - Attorney</u> On: <u>2/20/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: JCW  
Date: 9 Feb 2018

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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



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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

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**Scope of Services**

**1. Scope of 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 shall develop the infrastructure necessary to provide and record a Screening, Brief Intervention, Referral to Treatment (SBIRT) program. The Contractor shall:
  - 1.2.1. Ensure sufficient qualified staff to conduct SBIRTs according to the SBIRT model described by the Centers for Disease Control (CDC) at <http://www.cdc.gov/ncddd/fasd/documents/alcoholsbimplementationguide.pdf>. Staff delivering SBIRT services must have one of the following combinations of minimum education and/or credentials:
    - 1.1.1.1. Masters prepared behavioral health practitioners. This includes individuals licensed under the Mental Health Board, Psychology Board, or Alcohol and Drug Use Professionals Board.
    - 1.1.1.2. Masters prepared and in the process of obtaining a license from the Mental Health Board, Psychology Board, or Alcohol and Drug Use Professionals Board, while under the supervision of a licensed practitioner of the same profession.
    - 1.1.1.3. Physicians or Advanced Practice Registered Nurses licensed to practice in NH.
    - 1.1.1.4. Physician Assistants or other practitioners under the supervision of a Physician licensed to practice in NH.
  - 1.2.2. Ensure a maximum number of target population patients are reached by:
    - 1.2.2.1. Developing an electronic tickler file mechanism and appropriate form for each client EMR that indicates when the client is due for an SBIRT screening.
    - 1.2.2.2. Conducting SBIRT services for each client as part of their annual physical.
    - 1.2.2.3. Developing a mechanism that will alert staff of clients who are not due for an annual physical, but are due for SBIRT services.



Exhibit A

- 
- 1.2.3. Provide staff training to ensure SBIRT activities are conducted with fidelity to the model described in Section 1.1.1. The Contractor shall ensure:
    - 1.2.3.1. All staff receive training on the general purpose and function of SBIRT services.
    - 1.2.3.2. All clinical staff receive SBIRT training with testing to determine clinical staff SBIRT knowledge and skill level.
    - 1.2.3.3. A minimum of forty-two (42) staff receive training including, but not limited to:
      - 1.2.3.3.1. Six (6) Medical Assistants
      - 1.2.3.3.2. Three (3) Nurses.
      - 1.2.3.3.3. Two (2) doctors.
      - 1.2.3.3.4. Three (3) APRNs
      - 1.2.3.3.5. One (1) Physician's Assistant.
      - 1.2.3.3.6. Four (4) Behavioral Health Specialist.
      - 1.2.3.3.7. One (1) Nurse Manager.
      - 1.2.3.3.8. One (1) QA Director.
      - 1.2.3.3.9. Four (4) front desk staff.
  - 1.2.4. Modify and/or adapt current Electronic Health Records systems according to the Community Health Association Network (CHAN) and Goodwin Health Care Center models in order to track SBIRT completions as well as SBIRT actions, recommendations and follow ups.
  - 1.2.5. Ensure SBIRT coding and billing are distinguished by making changes to the methods of coding and billing for SBIRT services that are similar to the Goodwin Health Center and other CHCs.
  - 1.2.6. Integrate Technology Based Care approaches (TBC), which include, but are not limited to:
    - 1.2.6.1. Using the EMR to capture and report SBIRT data.
    - 1.2.6.2. Posting substance misuse educational materials on agency website.
  - 1.3. The Contractor shall implement SBIRT services by including SBIRT activities in daily agency operations. The Contractor shall:
    - 1.3.1. Conduct screenings using one or more of the screening instruments listed in Appendix E of "Systems-Level Implementation of Screening, Brief Intervention and Referral to Treatment. TAP33" (2013 edition) (<http://www.integration.samhsa.gov/sbirt/TAP33.pdf>) .



Exhibit A

- 
- 1.3.2. Track services related to screenings by ensuring client EMRs are flagged and seen by the front desk staff and medical assistant staff during morning huddles when planning client visits for that day.
  - 1.3.3. Conduct brief interventions and track services related to brief interventions by ensuring the medical assistant alerts medical providers of clients who have their EMR flagged during the screening, in order that medical providers can provide brief interventions.
  - 1.3.4. Refer patients to treatment services, as necessary, and ensure each patient has connected with the specific service provider by indicating the treatment in the EMR, designed specifically for SBIRT services.
  - 1.3.5. Coordinate care between medical services and external treatment providers by marking the orders module of the EMR. Coordination of care includes, but is not limited to:
    - 1.3.5.1. Obtaining client consents to contact service providers in order to resolve any barriers to accessing services.
    - 1.3.5.2. Referring patients for Substance Use Disorder (SUD) services, as needed.
    - 1.3.5.3. Work with Regional Public Health Networks by facilitating and attending monthly community meetings in order to identify new SUD referral sources as they become available.
  - 1.4. The Contractor shall test SBIRT implementation fidelity with a subset of the target population prior to full implementation with all eligible populations. The Contractor shall:
    - 1.4.1. Test implementation of SBIRT services when delivering services to patients seeking services in the Franklin area.
    - 1.4.2. Document SBIRT activities in client records using existing EMR forms as well as new EMR forms developed in coordination with the Community Health Access Network (CHAN).
  - 1.5. The Contractor shall sustain program operations for SBIRT by identifying public and private funding services, including private insurances. In order to receive additional funding from other sources, the Contractor shall develop a coding, tracking and billing system for SBIRT services.
  - 1.6. The Contractor shall cooperate with the Department during site visits and shall provide access to clinic documents and patient SBIRT records. Clinic documents shall include, but not be limited to:
    - 1.6.1. SBIRT policies and procedures.
    - 1.6.2. Staff credentials for staff delivering SBIRT.
    - 1.6.3. SBIRT procedures documented in patients records.

**2. Reporting Requirements**



Exhibit A

- 
- 2.1. The Contractor shall provide monthly reports to the Department that identify:
- 2.1.1. Staff training conducted.
  - 2.1.2. The total number of clients/patients receiving SBIRT services.
  - 2.1.3. The percentage of clients/patients in Section 2.1.1:
    - 2.1.3.1. Receiving only screening.
    - 2.1.3.2. Receiving brief intervention.
    - 2.1.3.3. Referred for more intensive services.
    - 2.1.3.4. Referred for more intensive services who initiated services.
  - 2.1.4. Updates on any changes, enhancements or adaptations to SBIRT procedures in the following areas:
    - 2.1.4.1. Technology-based systems.
    - 2.1.4.2. Staffing.
    - 2.1.4.3. Coding and billing.

**3. Deliverables**

- 3.1. The Contractor shall complete training 1.1.3 no later than ninety (90) days from the contract effective date.
- 3.2. The Contractor shall develop and implement an initial version of the EMR additions as described in Section 1.1.2 no later than sixty (60) days from the contract effective date.



Exhibit B

**Method and Conditions Precedent to Payment**

1. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) #93.959, (<https://www.cfda.gov>) SAMHSA Substance Abuse Prevention and Treatment Block Grant.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1.
3. Payment for said services shall be made as follows:
  - 3.1. The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 3.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice and the required reports identified in Exhibit A, Section 2, Reporting Requirements for Contractor services provided pursuant to this Agreement.
  - 3.3. The invoice must be submitted to:

Financial Manager  
Department of Health and Human Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301
4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Section 2, Reporting Requirements.
5. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
6. The State may, at its sole discretion, extend the Contract agreement for two (2) additional years upon written agreement of both parties and approval of the Governor and Executive Council, if there has been satisfactory execution of services in the initial term by the Contractor.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
9. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to transfer funds within line items in Exhibit B-1 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

**New Hampshire Department of Health and Human Services**  
**Bidder/Program Name: Health First Family Care Center**

**Budget Request for: RFP # 15-DHHS-DCBCS-BDAS-04**

(Name of RFP)

**Budget Period: January 1, 2015 - June 30, 2015**

Line Item	Funds						Funds by PWS contract share		
	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	Total	
1. Total Salary/Wages	\$ 14,688.70	\$ 1,468.87	\$ 16,157.57	\$ -	\$ -	\$ -	\$ 14,688.70	\$ 1,468.87	\$ 16,157.57
2. Employee Benefits	\$ 3,231.51	\$ 323.15	\$ 3,554.67	\$ -	\$ -	\$ -	\$ 3,231.51	\$ 323.15	\$ 3,554.67
3. Consultants	\$ 21,975.00	\$ 2,197.50	\$ 24,172.50	\$ -	\$ -	\$ -	\$ 21,975.00	\$ 2,197.50	\$ 24,172.50
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 335.00	\$ 33.50	\$ 368.50	\$ -	\$ -	\$ -	\$ 335.00	\$ 33.50	\$ 368.50
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 750.00	\$ 75.00	\$ 825.00	\$ -	\$ -	\$ -	\$ 750.00	\$ 75.00	\$ 825.00
6. Travel	\$ 134.40	\$ 13.44	\$ 147.84	\$ -	\$ -	\$ -	\$ 134.40	\$ 13.44	\$ 147.84
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 24,664.93	\$ 2,466.49	\$ 27,131.43	\$ -	\$ -	\$ -	\$ 24,664.93	\$ 2,466.49	\$ 27,131.43
12. Subcontracts/Agreements	\$ 7,500.00	\$ 750.00	\$ 8,250.00	\$ -	\$ -	\$ -	\$ 7,500.00	\$ 750.00	\$ 8,250.00
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 73,279.55</b>	<b>\$ 7,327.95</b>	<b>\$ 80,607.50</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 73,279.55</b>	<b>\$ 7,327.95</b>	<b>\$ 80,607.50</b>

Indirect As A Percent of Direct 10.0%

Initials Jew

Date 9 Feb 2015



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**SPECIAL PROVISIONS**

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

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





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

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

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



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

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



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

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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



**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 Department reserves the right to renew the contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.



**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: HealthFirst Family Care Center, Inc.

9 FEB 2015  
Date

[Signature]  
Name: Jim Wells  
Title: HealthFirst BOD, Chair



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: HealthFirst Family Care Center, Inc.

9 Feb 2015  
Date

[Signature]  
Name: Jim Wells  
Title: HealthFirst, BOB Chair





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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

9 Feb 2015  
Date

[Signature]  
Name: Jim Wells  
Title: HealthFirst BOD, Chair



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

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

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

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

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

Exhibit G

Contractor Initials Jcw

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: HealthFirst Family Care Center, Inc.

9 Feb 2015  
Date

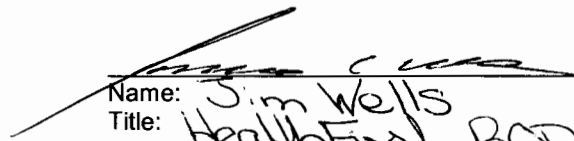
  
Name: Jim Wells  
Title: HealthFirst, BOO Chair

Exhibit G

Contractor Initials JCW

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: HealthFirst Family Care Center, Inc

9 Feb 2015  
Date

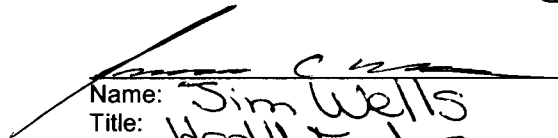
  
Name: Jim Wells  
Title: HealthFirst, BOB Chair



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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





Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

_____	<u>HealthFirst Family Care Center, Inc</u>
The State	Name of the Contractor
<u>[Signature]</u>	<u>[Signature]</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>Stanley</u>	<u>Jim Wells</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Director</u>	<u>HealthFirst, BOD Chair</u>
Title of Authorized Representative	Title of Authorized Representative
<u>2/17/15</u>	<u>9 Feb 2015</u>
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, Inc.

9 Feb 2015  
Date

Jim Wells  
Name: Jim Wells  
Title: Health First, Board Chair



**FORM A**

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

1. The DUNS number for your entity is: 026459417
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:

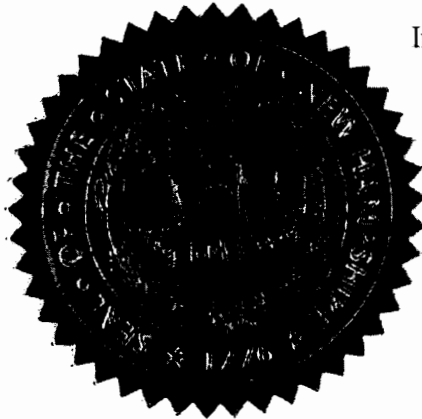
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

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

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 Health First Family Care Center is a New Hampshire nonprofit corporation formed April 23, 1996. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2014

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of HealthFirst Family Care Center, 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 January 28, 2015:  
(Date authority given)

**RESOLVED:** That the Board Chair  
(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 9th day of February, 2015.  
(Date Contract Signed)

4. Jim Wells is the duly elected Board Chair  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Bill Purslow

(Signature of the Elected Officer)  
Bill Purslow, Secretary/Treasurer BOD  
HealthFirst Family Care Center, Inc.

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 9th day of February 2015,

By Bill Purslow  
(Name of Elected Officer of the Agency)

Theresa L. French  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: \_\_\_\_\_ **Theresa L. French, Notary Public**  
**My Commission Expires July 16, 2019**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/18/2014

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

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

PRODUCER License # AGR8150 <b>Clark Insurance</b> 80 Canal St Manchester, NH 03101	CONTACT NAME: <b>Lorraine Michals</b>
	PHONE (A/C, No., Ext): <b>(603) 622-2855</b> FAX (A/C, No.): <b>(603) 622-2854</b> E-MAIL ADDRESS: <b>lmichals@clarkinsurance.com</b>
INSURED  <b>Health First Family Care Center</b> 841 Central St Franklin, NH 03235	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A : <b>Citizens Ins Co of America</b> <b>31534</b>
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :

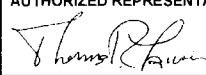
**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		OBVA044172	07/01/2014	07/01/2015	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		OBVA044172	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		OBVA044172	07/01/2014	07/01/2015	EACH OCCURRENCE \$ <b>1,000,000</b> AGGREGATE \$ <b>1,000,000</b> \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N    N / A	WBVA044167	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

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

**CERTIFICATE HOLDER      CANCELLATION**

<b>DHHS</b> Contracts and Procurement Unit 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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7.2.2.5 – Description of Organization (Mission Statement)

*It is the mission of Health First Family Care Center to provide high quality primary healthcare, treatment, prevention and education services required by the residents of the service area, regardless of ability to pay or insurance status, depending upon available Health First resources.*

*Health First coordinates and cooperates with other community and regional health care providers to assure the people of the region the fullest possible range of health and prevention services.*

HEALTH FIRST FAMILY CARE CENTER, INC.  
AUDITED FINANCIAL STATEMENTS  
SEPTEMBER 30, 2013 AND 2012

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**BRAD BORBIDGE, P.A.**  
CERTIFIED PUBLIC ACCOUNTANTS  
197 LOUDON ROAD, SUITE 350  
CONCORD, NEW HAMPSHIRE 03301  

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TELEPHONE 603/224-0849  
FAX 603/224-2397

Independent Auditor's Report

Board of Directors  
Health First Family Care Center, Inc.  
Franklin, New Hampshire

We have audited the accompanying financial statements of Health First Family Care Center, Inc., which comprise the balance sheets as of September 30, 2013 and 2012, 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 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 opinions.

#### *Opinion*

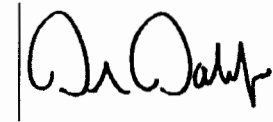
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Health First Family Care Center, Inc. as of September 30, 2013 and 2012, and the results of its operations and its cash flows for the years then ended in accordance with accounting 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 is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, 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 schedule of expenditures of federal awards 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 January 29, 2014, 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 the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and important for assessing the results of our audit.

A handwritten signature in black ink, appearing to read "A. O. O'Neil", is positioned to the right of the main text block.

Concord, New Hampshire  
January 29, 2014

HEALTH FIRST FAMILY CARE CENTER, INC.

BALANCE SHEETS

SEPTEMBER 30, 2013 AND 2012

ASSETS

	<u>2013</u>	<u>2012</u>
Current Assets		
Cash and cash equivalents	\$ 179,086	\$ 5,527
Patient accounts receivable, net of allowance for uncollectible accounts of \$176,208 and \$170,000 at September 30, 2013 and 2012, respectively	333,824	365,221
Grant receivables	59,805	40,533
Other current assets	<u>18,144</u>	<u>19,032</u>
Total Current Assets	590,859	430,313
Assets Limited As To Use	76,707	71,967
Furniture and Equipment, Net	<u>1,564,870</u>	<u>1,651,115</u>
TOTAL ASSETS	<u>\$ 2,232,436</u>	<u>\$ 2,153,395</u>

LIABILITIES AND NET ASSETS

Current Liabilities		
Line of credit	\$ 122,129	\$ 185,129
Accounts payable and accrued expenses	74,471	124,799
Accrued payroll and related expenses	134,836	110,730
Deferred revenue	21,229	62,673
Due to third party payers	124,923	-
Current maturities on long-term debt	<u>38,081</u>	<u>36,545</u>
Total Current Liabilities	515,669	519,876
Long-term Debt, Less Current Maturities	<u>1,437,064</u>	<u>1,475,145</u>
Total Liabilities	1,952,733	1,995,021
Net Assets		
Unrestricted	<u>279,703</u>	<u>158,374</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 2,232,436</u>	<u>\$ 2,153,395</u>

(See accompanying notes to these financial statements)

HEALTH FIRST FAMILY CARE CENTER, INC.  
STATEMENTS OF OPERATIONS AND CHANGES IN UNRESTRICTED NET ASSETS  
FOR THE YEARS ENDED SEPTEMBER 30, 2013 AND 2012

	2013	2012
Operating Revenue		
Patient service revenue	\$ 2,122,638	\$ 1,657,065
Provision for bad debts	(312,778)	(225,087)
Net Patient Service Revenue	1,809,860	1,431,978
Grants, contracts, and contributions, net	1,072,675	1,158,133
Managed grant revenue	86,927	242,376
Other operating revenue	54,325	34,745
Total Operating Revenue	3,023,787	2,867,232
Operating Expenses		
Salaries and benefits	1,863,187	1,668,786
Other operating expenses	807,739	693,929
Managed grant expense	83,599	252,986
Depreciation	91,464	94,962
Interest expense	61,688	63,395
Total Operating Expenses	2,907,677	2,774,058
OPERATING INCOME AND EXCESS OF REVENUE OVER EXPENSES	116,110	93,174
Grants Received For Capital Acquisitions	5,219	11,329
INCREASE IN UNRESTRICTED NET ASSETS	121,329	104,503
Net Assets, Beginning of Period	158,374	53,871
NET ASSETS, END OF PERIOD	\$ 279,703	\$ 158,374

(See accompanying notes to these financial statements)



HEALTH FIRST FAMILY CARE CENTER, INC.  
STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED SEPTEMBER 30, 2013 AND 2012

	2013	2012
Cash Flows From Operating Activities		
Change in net assets	\$ 121,329	\$ 104,503
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Provision for bad debts	312,778	225,087
Depreciation	91,464	94,962
Grants received for capital acquisitions	(5,219)	(11,329)
Increase (decrease) in the following assets:		
Patient accounts receivable	(281,381)	(396,055)
Grant receivables	(19,272)	34,883
Prepaid expenses	888	(5,029)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	(50,328)	17,660
Accrued payroll and related expenses	24,106	19,234
Deferred revenue	(41,444)	(47,345)
Due to third party payers	124,923	(46,056)
Net Cash Provided (Used) by Operating Activities	277,844	(9,485)
Cash Flows From Investing Activities		
Capital expenditures	(5,219)	(11,329)
Increase in assets limited as to use	(4,740)	32,164
Net Cash (Used) Provided by Investing Activities	(9,959)	20,835
Cash Flows From Financing Activities		
Proceeds from line of credit	-	20,000
Payments on line of credit	(63,000)	(13,512)
Grants received for capital acquisitions	5,219	11,329
Principal payment of long-term debt	(36,545)	(34,837)
Net Cash Used by Financing Activities	(94,326)	(17,020)
Net Increase (Decrease) in Cash and Cash Equivalents	173,559	(5,670)
Cash and Cash Equivalents, Beginning of Year	5,527	11,197
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 179,086	\$ 5,527
Supplemental Disclosures of Cash Flow Information:		
Cash paid for interest	\$ 61,688	\$ 63,395

(See accompanying notes to these financial statements)

HEALTH FIRST FAMILY CARE CENTER, INC.

NOTES TO FINANCIAL STATEMENTS

SEPTEMBER 30, 2013 AND 2012

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Health First Family Care Center, Inc., "the Organization," is a non-stock, non-profit corporation organized in New Hampshire. The Organization's is a Federally Qualified Health Center (FQHC) providing high quality primary health care, treatment, prevention and education services required by the residents in the Twin Rivers Region of New Hampshire, commensurate with available resources, and to coordinate and cooperate with other community and regional health care providers to assure the people of the region the fullest possible range of health services.

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 position and concluded that the Organization has no unrelated business income or uncertain tax positions that require adjustment to the financial statements. Management believes the Organization is no longer subject to income tax examinations for years prior to 2010.

Use of Estimates

The preparation of financial statements in conformity with accounting standards generally accepted in the United States of America require 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

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

## NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### Accounts Receivable

Accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of accounts receivable, the Organization analyzes its past history and identifies trends for all funding sources in the aggregate and fully reserves for patient balances over 180 days, in accordance with the Organization's collection policy. 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 doubtful accounts.

A reconciliation of the allowance for doubtful accounts follows:

	<u>2013</u>	<u>2012</u>
Balance, beginning of year	\$ 170,000	\$ 120,000
Provision	312,778	225,087
Write-offs	<u>(306,570)</u>	<u>(175,087)</u>
Balance, end of year	<u>\$ 176,208</u>	<u>\$ 170,000</u>

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

## NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### Gifts of Long-lived 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, expiration 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 the long-lived assets.

### Patient Service Revenue

The Organization has agreements with third party payers, including Medicare and Medicaid, that provide for payments to the Organization at amounts different from its established rates. Standard charges for services to all patients are recorded as revenue when services are rendered. Clients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Organization's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Medicare, under the Federally Qualified Health Center "FQHC" program, reimburses the Organization based on a cost reimbursement formula, with the exception of the 340B pharmacy program. The Organization estimates and recognizes the difference, if any, between full charge and third-party defined cost in the period services are rendered. Ordinary differences, if any, between the Organization's estimate of the contractual allowance and the final settlement by Medicare is recognized in the period of final settlement. The Organization's Medicare cost reports have been retroactively settled through 2011.

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 Organization 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 other operating revenue in the year that such amounts become known. The Organization recorded a favorable change from prior year third party cost report estimates amounting to \$30,493 and \$27,813 for the years ended September 30, 2013 and 2012, respectively.

## NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### Patient Service Revenue (Continued)

The Organization, as a FQHC, began participating in the 340B pharmacy program during 2013 through a contractual relationship with local pharmacies. The program requires drug manufacturers to provide outpatient drugs to FQHC's and other identified entities at a reduced price. 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. Expenses incurred related to the program are included in other operating expenses.

### Excess (Deficit) of Revenue Over Expenses

The statement of operations includes excess (deficit) of revenue over expenses. Changes in unrestricted net assets, which are excluded from the excess (deficit) of revenue over expenses, consistent with industry practice, includes 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).

### Recently Issued Accounting Pronouncements

In July 2011, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2011-07, *Presentation and Disclosure of Patient Service Revenue, Provision for Bad Debts, and the Allowance for Doubtful Accounts*. The update requires certain health care entities to present the bad debt expense associated with patient service revenue as a deduction from patient service revenue (net of contractual allowances and discounts) rather than as an operating expense. Additionally, those health care entities are required to provide enhanced disclosure about their policies for recognizing revenue and assessing bad debts, including qualitative and quantitative information about changes in the allowance for doubtful accounts. The amendment is effective for fiscal years beginning on or after December 15, 2011, with early adoption permitted. The Organization adopted the amendment as of October 1, 2012 and retrospectively applied the amendment for the year ended September 30, 2012.

## NOTE 2 ASSETS LIMITED AS TO USE

Assets limited as to use consisted cash and cash equivalents at September 30, 2013 and 2012 as follows:

	<u>2013</u>	<u>2012</u>
United States Department of Agriculture Rural Development loan agreements	\$ 64,706	\$ 54,028
Designated by the governing board for capital acquisition and maintenance	<u>12,001</u>	<u>17,939</u>
Total	<u>\$ 76,707</u>	<u>\$ 71,967</u>

Cash and cash equivalents included in assets limited as to use are not considered cash and cash equivalents for cash flow purposes.

## NOTE 3 FURNITURE AND EQUIPMENT

The cost and accumulated depreciation of furniture and equipment at September 30, 2013 and 2012 follows:

	<u>2013</u>	<u>2012</u>
Buildings and improvements	\$ 1,684,182	\$ 1,684,182
Leasehold improvements	129,687	129,687
Equipment	381,884	376,665
Furniture and fixtures	<u>85,133</u>	<u>85,133</u>
Total cost	2,280,886	2,275,667
Less, accumulated depreciation	<u>716,016</u>	<u>624,552</u>
Property and Equipment, Net	<u>\$ 1,564,870</u>	<u>\$ 1,651,115</u>

## NOTE 4 LINE OF CREDIT

The Organization has a \$200,000 line of credit with a local bank, payable on demand, through March 2014, with interest of 6.25% at September 30, 2013. The balance outstanding at September 30, 2013 and 2012 amounted to \$122,129 and \$185,129, respectively. Borrowings on the line of credit are secured by all of the Organization's business assets, including accounts receivable. The line of credit contains a minimum debt service coverage covenant requirement which was met at September 30, 2013.

## NOTE 5 LONG-TERM DEBT

A summary of notes payable at September 30, 2013 and 2012 follows:

	<u>2013</u>	<u>2012</u>
A 4.125% promissory note, which matures in March 2037, paid in monthly installments of \$8,186, which includes interest, to the U.S. Department of Agriculture. The note is secured by all tangible property owned by the Organization.	\$ 1,475,145	\$ 1,511,690
Less current maturities	<u>38,081</u>	<u>36,545</u>
Long-term Debt Excluding Current Maturities	<u>\$ 1,437,064</u>	<u>\$ 1,475,145</u>

Scheduled principal repayments on long-term debt for the next five years and thereafter follows:

2014	\$ 38,081
2015	39,704
2016	41,373
2017	43,112
2018	44,925
Thereafter	<u>1,267,950</u>
Total	<u>\$ 1,475,145</u>

## NOTE 6 PATIENT SERVICE REVENUE

The following is an analysis of net patient service revenue for the years ended September 30, 2013 and 2012:

	<u>2013</u>	<u>2012</u>
Gross charges	\$ 2,809,478	\$ 2,271,785
Less: contractual adjustments	(429,373)	(274,594)
free care	<u>(433,178)</u>	<u>(340,126)</u>
Medical patient service revenue	1,946,928	1,657,065
340B pharmacy revenue	<u>175,710</u>	<u>-</u>
Total Patient Service Revenue	<u>\$ 2,122,638</u>	<u>\$ 1,657,065</u>

#### NOTE 6 PATIENT SERVICE REVENUE (CONTINUED)

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, the revenue is recorded net of the free care allowance. 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 amounted to \$433,178 and \$377,540 for the years ended September 30, 2013 and 2012, 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.

#### NOTE 7 FUNCTIONAL EXPENSES

The Organization provides various services to residents within its geographic location. Expenses related to providing these services for the years ended September 30, 2013, and 2012 follows:

	<u>2013</u>	<u>2012</u>
Program services	\$ 2,388,525	\$ 2,307,420
Administrative and general	<u>519,152</u>	<u>466,638</u>
Total	<u>\$ 2,907,677</u>	<u>\$ 2,774,058</u>

#### NOTE 8 RETIREMENT PLAN

The Organization has a contributory defined contribution plan covering eligible employees. The Organization contributed \$18,461 and \$19,352 to the plan for the years ended September 30, 2013 and 2012, respectively.



## NOTE 9 OPERATING LEASE COMMITMENTS

The following is a schedule by years of future minimum rental payments required under operating leases for facilities that have initial or remaining non-cancellable lease terms in excess of one year:

<u>Year Ending September 30,</u>	<u>Minimum Lease Payments</u>
2014	\$ 59,856
2015	61,230
2016	62,631
2017	64,061
2018	65,519
Thereafter	<u>259,032</u>
Total	<u>\$ 572,329</u>

Rental expense on operating leases was \$60,075 and \$62,455 for the years ended September 30, 2013 and 2012, respectively.

## NOTE 10 CONCENTRATION OF RISK

The Organization grants credit without collateral to its patients, most of whom are local residents in the towns served by the Organization and are insured under third-party payer agreements. At September 30, 2013, Medicaid and Medicare represented 51% and 12%, respectively, of account receivables. No other individual payer source exceeded 10% of the gross accounts receivable balance.

## NOTE 11 MALPRACTICE INSURANCE

The Organization is protected from medical malpractice risk as a 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, 2013, 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 insurance coverage on a claims-made basis and anticipates that such coverage will be available.

NOTE 12 PRIOR YEAR COMPARATIVE AMOUNTS

Certain prior year comparative amounts have been reclassified to be consistent with current year presentation.

NOTE 13 SUBSEQUENT EVENTS

Subsequent events have been evaluated by management through January 29, 2014, which is the date the financial statements were available to be issued.

HEALTH FIRST FAMILY CARE CENTER, INC.  
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED SEPTEMBER 30, 2013

Federal Grantor Pass-through Grantor <u>Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Entity Identifying Number</u>	<u>Federal Expenditures</u>
U.S. Department of Health and Human Services			
Direct programs			
Health Center Cluster	93.224		\$ 505,488
Small Health Care Provider Quality Improvement	93.912		<u>65,142</u>
Total direct programs			<u>570,630</u>
Passed through programs from:			
State of New Hampshire Department of Health and Human Services			
Breast and Cervical Cancer Screening	93.283	102-500731	14,303
Substance Abuse Prevention and Treatment	93.959	102-500734	60,081
Oral Health	93.991	102-500731	8,923
Primary Care	93.994	102-500731	18,737
Bi-State Primary Care Association, Inc.			
Oral Health	93.236	264-59417	<u>7,654</u>
Total pass-through programs			<u>109,698</u>
Total Expenditures of Federal Awards			<u>\$ 680,328</u>

The accompanying notes are an integral part of this schedule.

HEALTH FIRST FAMILY CARE CENTER, INC.  
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED SEPTEMBER 30, 2013

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards, "the Schedule", includes the federal grant activity of Health First Family Care Center, Inc., "the Organization", under programs of the federal government for the year ended September 30, 2013. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the schedule presents only a selected portion of the operations of the Organization, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule, if any, 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.

**BRAD BORBIDGE, P.A.**

CERTIFIED PUBLIC ACCOUNTANTS

197 LOUDON ROAD, SUITE 350

CONCORD, NEW HAMPSHIRE 03301

TELEPHONE 603/224-0849

FAX 603/224-2397

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  
Health First Family Care Center, Inc.  
Franklin, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Health First Family Care Center, Inc., which comprise the balance sheets as of September 30, 2013, 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 January 29, 2014.

*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 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 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 a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

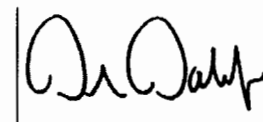
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not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

#### *Compliance and Other Matters*

As part of obtaining reasonable assurance about whether the 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 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.

A handwritten signature in black ink, appearing to read "A. O. O'Neil", is positioned to the right of the main text block.

Concord, New Hampshire  
January 29, 2014

**BRAD BORBIDGE, P.A.**

CERTIFIED PUBLIC ACCOUNTANTS

197 LOUDON ROAD, SUITE 350

CONCORD, NEW HAMPSHIRE 03301

TELEPHONE 603/224-0849

FAX 603/224-2397

Independent Auditor's Report on Compliance for Each Major Federal  
Program and Report on Internal Control Over Compliance

Board of Directors  
Health First Family Care Center, Inc.  
Franklin, New Hampshire

*Report on Compliance for Each Major Federal Program*

We have audited Health First Family Care Center, Inc.'s compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended September 30, 2013. The Organization's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

*Management's Responsibility*

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

*Auditor's Responsibility*

Our responsibility is to express an opinion on compliance for each of the Organization's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and *OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and *OMB Circular A-133* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the 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 each major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

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

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2013.

#### *Report on Internal Control Over Compliance*

Management 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 Organization's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over compliance.

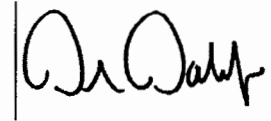
A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement 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.



*Purpose of this Report*

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink, appearing to read "A. O'Neil", is positioned to the right of the main text block. The signature is written in a cursive style and is partially enclosed by a vertical line on its left side.

Concord, New Hampshire  
January 29, 2014

HEALTH FIRST FAMILY CARE CENTER, INC.  
 SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
 FOR THE YEAR ENDED SEPTEMBER 30, 2013

Section I - Summary of Auditor's Results

A. Financial Statements

1. Type of auditor's report issued	Unmodified
2. Internal control over financial reporting:	
• Material weakness(es) identified?	No
• Significant deficiencies identified?	No
3. Noncompliance material to financial statements noted?	No

B. Federal Awards

1. Internal control over major programs:	
• Material weakness(es) identified?	No
• Significant deficiencies identified?	No
2. Type of auditor's report issued on compliance for major programs	Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of OMB Circular A-133?	No

C. Major Programs

Health Center Cluster	93.224
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D. Dollar threshold used to distinguish between Type A and Type B programs	\$300,000
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E. Auditee qualified as low-risk auditee?	No
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HEALTH FIRST FAMILY CARE CENTER, INC.  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)  
FOR THE YEAR ENDED SEPTEMBER 30, 2013

Section II - Findings and Questioned Costs

A. Financial Statements

There were no financial statement findings for the year ended September 30, 2013

B. Federal Awards

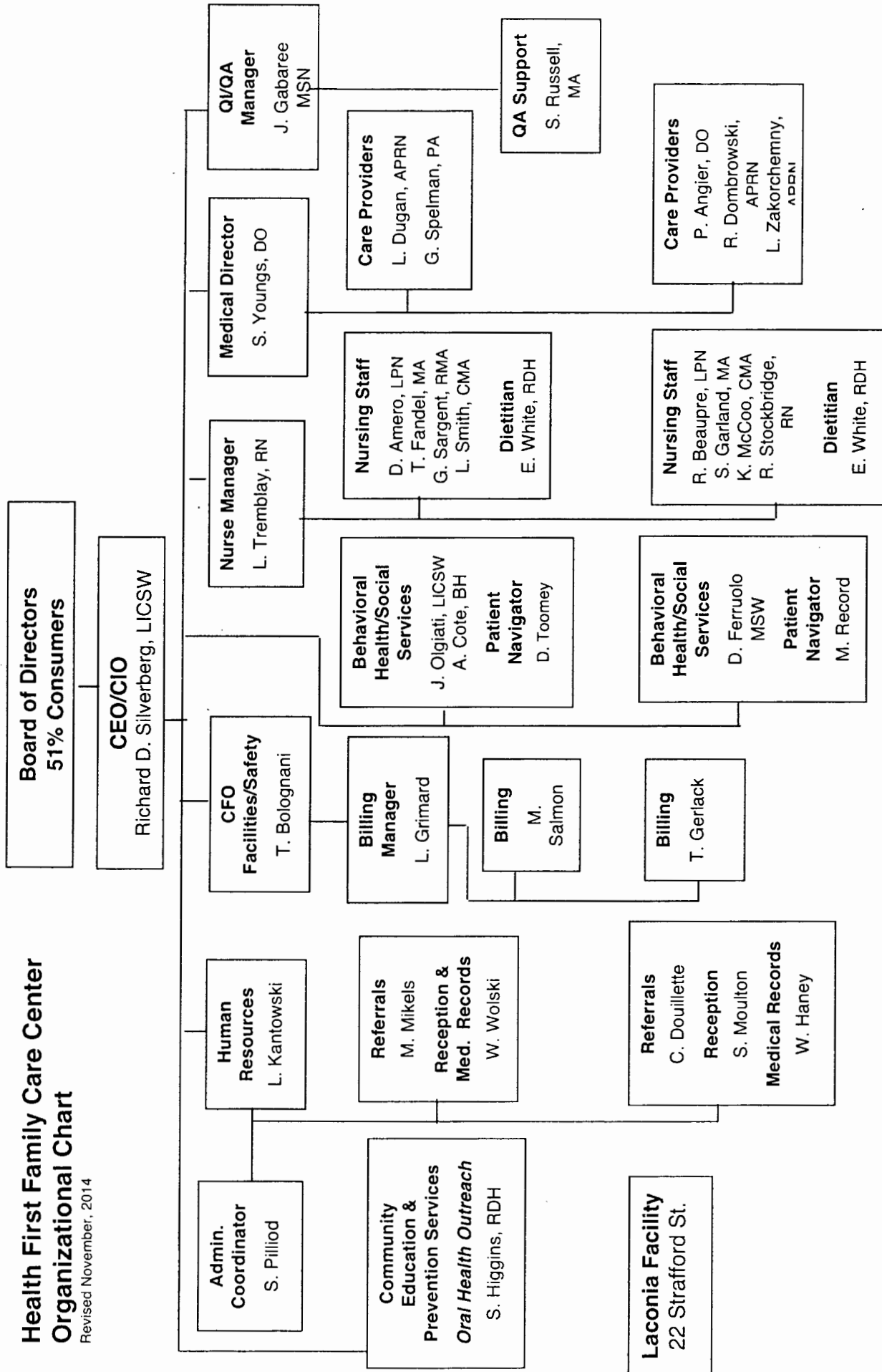
There were no federal awards findings for the year ended September 30, 2013

Section III - Prior Findings and Questioned Costs for the Year Ended September 30, 2012

There were no prior financial statement or federal award audit findings for the year ended September 30, 2012.

# Health First Family Care Center Organizational Chart

Revised November, 2014



**Steven W. Youngs, DO**

**Education:**

1974-1978 College of William and Mary, Williamsburg, VA – BS Geology

1978-1981 Washington State University, Pullman, WA - MS Structural Geology

1983-1988 University of Wisconsin, Madison, WI – MS Water Resources Management

2001-2005 University of New England College of Osteopathic Medicine, Biddeford, ME –  
Doctor of Osteopathy

**Work Experience**

**Current** Health First Family Care Center, Franklin NH - Medical Director/Primary Care Physician  
Provide direct medical primary care physicians services to clients of Health First and in the role of medical director to assist and the planning, development, and directing of medical activities in accordance with current applicable federal, state, local and Health First and professional standards and assure quality patient care is maintained at all times.

2005-2008 Eastern Maine Medical Center, Bangor, Maine – Resident, Family Practice

- Completed PGY1 year at program oriented toward broad based, rural medicine emphasis program; hospital coverage rotations in internal medicine, pediatrics and obstetrics, with additional rotations in surgery, ophthalmology, urology, cardiology, ENT and orthopedics.
- Management of outpatient panel through the EMMC family practice clinic serving a dominantly underserved population with high percentage of Mainecare patients.
- Routine use of EMR, including Logician (Centricity), Powerchart, PACS
- Service on geriatrics curriculum review committee, adult medicine teaching service review committee.

1998-2001 Miller Engineering, Inc.; Nobis Engineering, Inc., Provan and Lorbar, Inc. Project Scientist, Hydrogeologist, Project Manager

- Project geologist supervising drill crews on subsurface investigations.
- Site investigator for environmental assessments of properties for real estate transactions.
- Project Scientist for environmental investigations at contaminant release sites.
- Project manager for environmental investigations, water supply studies, and geotechnical investigations. Duties included project budgeting and proposals as well as staff management.

**Accreditations** ACLS, BLS, NALS

**Professional Memberships** American Academy of Family Physicians  
American Osteopathic Association  
American Academy of Osteopathy

- 2002-2005 Clinical Case Manager. Youth Alternatives Family Intervention Program. Kennebunk, ME.  
Provided supportive strength based individual and family case management to adolescents, adults, and families functioning with supports from the Maine Department of Social Services. Dual Diagnosis/Mental Health Diagnosis/Drug and Alcohol treatment.
- 2001 Clinical Mentor for Family Therapy. FCP Division of Mental Health. Lawrence, MA.  
Division of Mental Health, providing case management, assessment and the appropriate treatment needed. Co-facilitated a parenting class providing psycho-education, referral, and advocacy to assist multi-cultural families to accessing community resources and build towards positive parental capacities. Dual Diagnosis/Mental Health Diagnosis/Drug and Alcohol treatment.
- 2000 Clinical Residential Instructor. Easter Seals of New Hampshire. Plymouth, NH.  
Counselor, educator, and adult role model for adolescent girls in residential setting. Helped to identify and assess at-risk situations, guide and support in a therapeutic milieu.
- EMPLOYMENT - Education/Teaching Experiences**
- 1999 Recreational Educator. Waterville Valley Recreation Department. Waterville Valley, NH.  
Responsible for payment transactions for program activities. Educator, facilitator, and supervisor of program activities for children infant to adolescent. Organized entertainers for summer activities. Focused on calendar of events, flyers, letters, and other office duties. Coverage of Assistant Director position for one summer.
- 1998 Special Educator. Winnisquam Regional High School. Tilton, NH.  
Case Manager for twenty-five high school students with special needs. Facilitator of team/IEP meetings. Administration of WIAT, Woodcock Johnson testing. Collaboration for inclusion purposes. Teacher of Remedial English course.
- 1995-1998 Educator. The Wreath School. Plymouth, NH.  
Accountable for classroom instruction, management, and case management for adolescent boys within the juvenile system/sexual offenses. Responsible for individual crisis and behavioral intervention. Participation in clinical assessments and therapy groups. Administration of Gates McGinity testing. Facilitator of team/IEP meetings.
- 1995 Environmental Educator, Nature's Classroom of Camp Jewell. Colebrook, CT.  
Devised and implemented environmental education classes. Weekly supervising, guiding and instructing. Helped demonstrate and implement programs for children ages 4-12 with special needs.
- 1994 Chapter One Teacher, NFI North Country Shelter. Jefferson, NH.  
Adapted lessons for adolescents ages 12-18 with specific learning disabilities. Community based and behavioral intervention program. Supervised, counseled and taught adolescents with emotional and behavioral challenges.

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**INTERNSHIPS/CLINICAL TRIAL**

- 2007-2008 Internship, Department of Health and Human Services, DHHS. Concord, NH.  
Field Instruction provided by Christine Gerhardt, Senior Psychiatric Social Worker for the State of New Hampshire, Bureau of Family and Community Services. Accountable for planning organizing and supervising the scope and delivery of micro, mezzo and macro social work services and programs for residents/patients at an institution or agency. Responsible in making contacts with a wide-range of community agencies. Assist in using diagnostic information and evidence based knowledge to formulate treatment goals, family related interventions and resources assessment in identification of problem areas.
- 2006 Clinical Child and Family Therapist, Internship. Family Strength. Dover, NH.  
Primary role to provide in-home counseling and support using a brief, solution-focused, strength-based approach. Accountable for crisis interventions and family systems approaches.

*Curriculum Vitae of*  
**David Michael Ferruolo**

- **Books**

- Ferruolo, D. (2007) *Rain saves christmas*. Laconia: MountainLake
- Ferruolo, D. (2006). *Elements of life success*. Laconia: MountainLake
- Ferruolo, D. (2005). *Connecting with the bliss of life*. Laurel: Echelon

- **Articles/Other**

- Ferruolo, D. (2014). Insights from working with veterans. In: Marich, J. (2014). *Trauma made simple*. Hauppauge, NY: Nova.
- Ferruolo, D & Sollars, D (2013). Horses bring peace to a soldier's heart. *Combat Stress* 2(4). 11-20
- 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. 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

- **Education**

- Plymouth State University
  - Doctor of Education in Leadership, Education, & Community (anticipated 2016)
- 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
  - Music Theory, Guitar, and Stage Performance

- **Memberships**

- Board of Directors: Patriot Resilient Leader Institute
  - 501c(3) focused on Veteran Reintegration, Education, and Wellbeing
- 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

Jennifer Tanner Ogiati

**OBJECTIVE**     *Seeking employment that can capitalize on my experiences and professional skills.*

**EDUCATION**

1990-1994 Major: Secondary Education K-12. Concentration Special Education.

Minor: Psychology. Keene State College University System of New Hampshire, Keene, NH. BA- 1994.

2005-2008 Master's of Social Work Program. University of New England, Westbrook Campus, ME. Concentrations: Individual, Group and Family Practice/Administration and Policy. Certificate in Addictions Counseling (CAGS). MSW-2008. LICSW-2014.

**LICENSURE/CERTIFICATIONS**

\*Certified for CPR, First Aid, CPI-Behavior Management and Crisis Intervention, DHHS-NH TRAILS Instructor.

\*CAGS-Certificate in Addictions Counseling. Presently in supervision process towards my MLADC.

\*LICSW #1771.

\*Association for Addiction Professional (NAADAC) membership #138453.

\*National Association for Social Workers (NASW) membership #886541564

\*Continuing Education Certificate of Completion of Training in Trauma-Focused Cognitive-Behavioral Therapy.

**EMPLOYMENT- Clinical Social Work/Case Management & Substance Abuse Counseling**

- 2013     Clinical Social Worker, Health First Family Community Care, Franklin and Laconia, NH.  
Acts as a client advocate to identify needs, provide short-term therapeutic and or supportive counseling and resolve problems that are impediments to the client's mental and physical health. Meets with school counselors and other community agencies and makes home visits as needed. Assists prenatal clients with finances and other determined needs. Remains informed and updated on evidence based treatments and services available, Medicaid changes and community agency information as it relates to clients-integration of medical and behavioral health needs.
- 2011-2013     Clinical Coordinator . NFI North, Inc. North Country Shelter, Jefferson, NH  
Provide crisis interventions and help counsel and evaluate residents in program. Create treatment plans and psychosocial assessment. Provide supervision, trainings and groups for the staff and milieu. Participate in administrative team.
- 2008-2011     Team Coordinating Agency. Haverhill, MA.  
Outpatient Clinician : Provide group and individual, family and group counseling to mental health diagnosis and alcohol and drug abuse/dependence. Recovery & Anger Management Groups. Contract Clinician with Massachusetts Criminal Justice System. Dual Diagnosis/Mental Health Diagnosis/Drug and Alcohol treatment.
- 2009     Clinician, Habit OPCO. Lawrence, MA.  
Full-time Substance Abuse Clinician: providing individual and group therapy and case management to clients diagnosed with Opioid Dependency/other Mental Health, HIV/medical related illness and Substance Abuse Diagnosis.
- 2008-2009     Team Coordinating Agency, Residential Clinician.  
Residential therapist at Pathways Behavioral Treatment Residential with adolescent females ages 11-21. Completed psychosocial assessment, treatment plans, provided individual, women's issue and treatment, group and family interventions and counseling. Dual Diagnosis/Mental Health Diagnosis/Drug and Alcohol treatment.



## Richard D. Silverberg MSSW, LICSW

### SKILLS

#### MANAGEMENT AND ADMINISTRATION

- Directed integrated health and human services network
- Executive Director, start up, community primary health care center (FQHC)
- Managed nine departments combined staff of 75 with budget of \$5 million
- Administered direct service programs for adults and children
- Director consultation, education and Employee Assistance Programs
- Led major program reorganization and systems change efforts
- Wrote proposals and administered grant funded programs
- Recruited, trained and supervised diverse professional staff, students and volunteers
- Prepared budgets and administered financial/service contract compliance for positive bottom line
- Worked with diverse funding, Medicaid, Medicare, HMO, self pay, and capitated contracts, cost based

#### PROGRAM PLANNING AND DEVELOPMENT

- Established interdisciplinary teams of professionals to provide comprehensive services
- Conducted comprehensive, citizen participatory, regional needs assessment and planning process
- Designed and administered community consultation, education and training program
- Worked with community groups, schools, agencies, business and industry to assess needs and develop contracts for consultation and training services
- Designed and developed community housing continuum (150 beds)
- Developed primary health care and prevention programs in the community
- Marketed and developed Managed Care and Employee Assistance programs
- Organized multi-agency consortia and affiliate public health networks to streamline service delivery

#### DIRECT SERVICE

- Initiated group services which utilized adaptive Outward Bound adventure challenge techniques
- Delivered direct community needs assessment, education, consultation, and training services
- Carried caseload for individual, family and group treatment, and provided crises intervention service
- Planned and instituted conferences and community prevention programs

#### TECHNICAL SKILLS

- Facilitates planning, all aspects of site selection and design considerations for specified clinical usage
- Proposal and bid package development and review, negotiating contracts for construction
- Knowledgeable of building, life safety, licensing and JCAHO requirements
- Fixed assets management, including buildings vehicles and computers
- Computer systems, Windows, MACs, Networks, spreadsheets, relational data bases, web sites
- Designed and developed networked computerized clinical database systems, EMR/EHR

#### OTHER

Married, two children, hiker, camper, cross country skier, snowshoer, woodworker, built own house, volunteers to design and build stage settings with local theatre groups. Instructor in outdoor leadership.

#### SUMMARY

Thirty-six years of management and direct experience with agencies, organizations, business, community systems, Networks, groups and individuals. Outstanding skills in community systems analysis, program planning and new starts, linking innovative human and technological solutions.

## Richard D. Silverberg MSSW, LICSW

### EXPERIENCE

- 1995-Present **Executive Director Health First Family Care Center**  
Health First Family Care Center/ Caring Community Network of the Twin Rivers, Franklin, NH  
**Managing Director Caring Community Network of the Twin Rivers**
- 1994-Present Synergy Works Consulting  
**Principal**
- 1979-1994  
(1987-1994) Central New Hampshire Community Mental Health, Concord, New Hampshire  
**Vice-President, Planning, Program Development and Community Support**  
(1979-1987) **Director, Community Housing, Consultation and Education, EAPs**
- 1978-1979 Consortium for Youth of South Central Connecticut, New Haven, Connecticut  
**Community Systems Developer**
- 1975-1978 Human Services and Resources Center, West Haven, Connecticut  
**Community Based Social Worker**
- 1979-Present Appalachian Mountain Club  
**Director: Winter and Spring and Fall Mountain Safety Schools for New Hampshire Chapter**

### TEACHING EXPERIENCE

- 1994-2007 University of New Hampshire, Graduate School of Social Work  
**Instructor: "Social Welfare Policy", "Community Organization", and "SW Management"**
- 1994-Present University of New Hampshire, Graduate School of Social Work  
**Field Instructor**
- 1977-1993 UConn, UNE, Plymouth State College and Boston University  
**Field Supervisor and guest lecturer to graduate social work students**

### EDUCATION

BS, 1974, Major Biology and Social Work, University of Wisconsin Madison Wisconsin  
MSSW, 1975, Master of Science and Social Work, University of Wisconsin, Madison

### MEMBERSHIPS/CERTIFICATIONS

NASW, National Association Social Workers, ACSW, Certified since 1978, LICSW, 1994  
Appalachian Mountain Club, New Hampshire Chapter, Concord Community Players (Theater group)  
Association of Experiential Education

### COMMUNITY BOARDS

- 1988-2004 Founding member of Concord Area Trust for Community Housing (CATCH)  
1995-Present Caring Community Network of the Twin Rivers  
1997-Present Community Health Access Network (CHAN) Chairman  
2000-2009 Endowment for Health Advisory council  
1999-Present BiState Primary Care Assn.  
2013-Present Winnepesaukee Public Health Council Co-Chair

Ashlev Cote

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<b>Areas of Specialty</b>	<ul style="list-style-type: none"><li>• Mental Health</li><li>• Behavioral Therapy</li><li>• Applied Behavioral Analysis</li><li>• Children and Adolescents</li><li>• Developmental Delays</li><li>• Autism Spectrum Disorders</li></ul>
<b>Education</b>	<p><b>Master of Science Clinical Mental Health Counseling</b> <i>January 2011 – August 2014</i> <i>Walden University, Baltimore, MD</i></p> <ul style="list-style-type: none"><li>• Chi Sigma Iota International Honor Society</li></ul> <p><b>Bachelor of Arts in Psychology</b> <i>August 2006 - May 2010</i> (Minor: Child Development) <i>Colby-Sawyer College, New London, New Hampshire</i></p> <ul style="list-style-type: none"><li>• Psi Chi National Honor Society</li></ul>
<b>Experience</b>	<p><b>HealthFirst Family Care Center</b> <i>October 2014</i></p> <ul style="list-style-type: none"><li>• <b>Clinical Mental Health Counselor (MS)</b><ul style="list-style-type: none"><li>○ Assess, diagnose, and treat a variety of mental health disorders</li></ul></li></ul> <p><b>Autism Intervention Specialists, Nashua, New Hampshire</b> <i>November 2011 – 2014</i></p> <ul style="list-style-type: none"><li>• <b>Assistant Socialization Coordinator</b><ul style="list-style-type: none"><li>○ Plan and facilitate a weekly social skills program for children with ASD's</li><li>○ Prepare client and staff schedules and ratios</li><li>○ Prepare weekly developmentally appropriate activities</li><li>○ Case management during social skills group</li><li>○ Supervise staff and implement state requirements and adhere to company policies</li></ul></li></ul> <p><b>BJ's Wholesale Club, Tilton, NH/Auburn, MA</b> <i>2008-2012</i></p> <ul style="list-style-type: none"><li>• <b>Customer Service Representative/Cash Office</b></li></ul> <p><b>Liz Claiborne, Tilton, NH</b> <i>2006-2008</i></p> <ul style="list-style-type: none"><li>• <b>Receiving Manager</b></li></ul>
<b>Community Services</b>	<ul style="list-style-type: none"><li>• African Refugee Student Tutoring (2009-2010)</li><li>• Autism Resource Center 5k Volunteer and Runner (2012 &amp; 2013)</li><li>• GROW Teen Group (2014)</li></ul>

\*References and Letters of Recommendation available upon request.

*Curriculum Vitae of*  
**David Michael Ferruolo**

★ ★ 1 ★ ★

- **Health First Family Care** July 2012-May 2013 ~ June 2014-present
  - Clinical Social Worker
  - Duties include: outpatient psychotherapy; resource support and advocacy for mental health patients and marginalized populations, including homeless and immigrant clients.
- **Horizons Counseling Center/Nathan Brody Program** September 2013 – April 2014
  - Social Work/MLADC Intern
    - Duties include: substance use counseling for both intensive outpatient and out patient groups and individuals, drug court treatment team, corrections.
- **Ironstone Farm/Challenge Unlimited** 2012-present
  - Lead Facilitator for Veteran Equine Mental Health Program
  - Development, implementation, analysis and evaluation of Veteran Equine Program
- **Mediate NH** 2011-present
  - New Hampshire Certified Family Mediator
  - Independent Divorce and Family Mediator ([www.mediatenh.com](http://www.mediatenh.com))
- **Consulting Services** 2005-2012
  - *Life Coaching/Motivational Speaking*
  - *Web Site Development; Video production*
  - *Employee Motivation & Productivity*
  - *Business Consulting*
  - *Leadership & Team Building*
  - *Success Strategies and Empowerment*
- **TV Show Series Host** 2004-2013
  - NH ALIVE! ([www.nhalive.com](http://www.nhalive.com))
    - Producer/Host of a local TV series spotlighting the paces, people and businesses that make NH such a fun, exciting and adventurous place to live and visit!
- **United States Navy (Enlisted)** 1985-1990
  - Combat Swimmer UDT/SEAL Combatant
  - US Navy SEAL Team II
- **Philly Closets** 2008-2014 (sold)
  - Founder/President ([www.phillyclosets.com](http://www.phillyclosets.com))
  - Conceptualization, creation and implementation of a business plan and operations manual for a national custom storage solutions company. Created Dealership and Reseller programs to penetrate select markets throughout the United States.
- **Trident Mooring, Dock & Barge Company** 1990-present
  - Founder/Owner ([www.mooringman.com](http://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

# HEALTHFIRST FAMILY CARE CENTER

JOB DESCRIPTION: Medical Assistant  
Supervisor: Nurse Clinical Manager

## Essential Duties and Responsibilities:

- Responsible for Consistently demonstrating outstanding skills at managing patient needs when talking to patients on the phone. Adheres to practice standards, protocols and guidelines to promote quality care, projects confidence through tone of voice and rapidly coordinates plan of care and follow through to ensure patients needs are met as noted through supervisory observation and patient satisfaction survey feedback.
- Responsible for interviewing patients in the exam room, obtaining and documenting information relevant to patient care, including correct medication and allergy information. Demonstrates correct technique in obtaining vital signs as noted by supervisory observation. Accurately documents findings EMR following practice and provider specific expectations as noted by supervisory observation, provider feedback, and random supervisory chart audits.
- Responsible for assembling all necessary supplies in anticipation of provider needs. Rooms are stocked with necessary supplies and readily available for use. Rooms are inventoried on a weekly basis, and outdated or compromised patient care items removed per policy as noted by supervisory observation. Rooms and shared patient care items are cleaned and maintained per established infection control policies as noted by supervisory observation.
- Must demonstrate the ability to read charts and patient medical record data. Computer skills and documentation in electronic medical records is necessary.
- Must demonstrate effective communication skills, ability to solve problems within scope of responsibility, demonstrate professional behavior and appearance, as well a courteous and supportive manner with patients.
- Must display advance level of critical thinking, competency and expertise in area of practice as demonstrated by ability to assist with a variety of procedures and patients examinations. Serves as a mentor and role model to our staff members by providing both formal and informal education and training regarding procedures and equipment.
- Responsible to arrive to work on time and is prepared to work at the start of their shift. Volunteers to come in early, stay late, take extra shifts or leave early to meet the staffing needs for the department and team. Takes the initiative to offer suggestions for scheduling alternatives to ensure appropriate staffing coverage.

## REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

**Knowledge of:** Reporting to the Nurse Manager or Clinical Leader/Manager, and under the direction and supervision of the medical provider, assist in the examination and treatment of patients and has advanced skills in immunization, treatments and procedures. In addition, may be involved in others areas of medical office support including clerical, environmental and organizational. Follow compliance with regulatory requirements and standards of practice, health and safety requirements, as well as professional educational requirements.

**Experience:** With completion of an accredited Medical Assistant program, no experience is required. Licensed Nursing Assistant must have a minimum of one year healthcare experience. Trained Military Medic must have the equivalent of one year related experience.

**Physical And work Environment Requirements:** The employee must regularly lift, carry or push/pull less than 10 pounds, frequently lift, carry or push/pull up to 10 pounds, and occasionally lift, carry or push/pull up to 20 pounds. While performing the duties on the job, the employee is regularly required to do repetitive motion, hear and speak. The employee is occasionally required to climb, kneel, smell and squat.

Specific vision abilities required by this job include color vision, depth perception, far vision, near vision and peripheral vision. The employee is frequently exposed to bloodborne pathogens, bodily fluids. The employee is occasionally exposed to airborne pathogens, electrical hazards – shock, toxic or caustic chemicals. The noise level is usually quiet.

**Education:** Graduate of an accredited Medical Assistant program; or Successful completion of a Licensed Nursing Assistant program; or Military medical training. Current American Heart Association Basic Life Support for Healthcare Providers certification or Red Cross CPR/AED for Professional Rescuers and Health Care Providers.

HealthFirst Family Care Center

Key Personnel for Agency Management & Project Direct Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Richard Silverberg	Executive Director	\$140,000	0	0
Steven Youngs	Medical Director	\$204,000	0	0
Ted Bolognani	Chief Financial Officer	\$105,000	0	0
Jason Gabaree	QI/QA Manager	\$53,400	1.3%	\$694.00
Open (to be hired)	Medical Assistant	\$28,080	50%	\$14,040.00

J c w  
9 Feb 2015

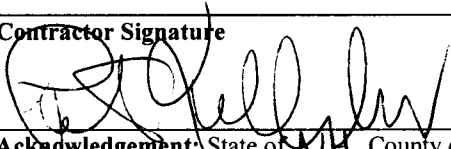
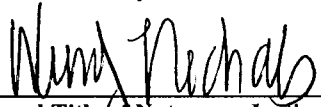
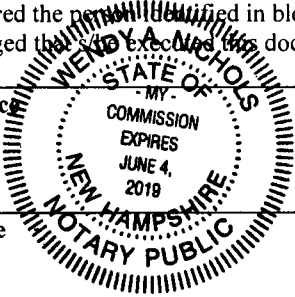
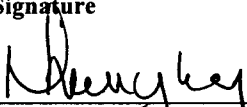
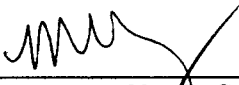
Subject: Infrastructure Development to Implement SBIRT

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health & Human Services Division for Drug and Alcohol Services		<b>1.2 State Agency Address</b> 129 Pleasant St. Concord, NH 03301	
<b>1.3 Contractor Name</b> Harbor Homes, Inc.		<b>1.4 Contractor Address</b> 45 High Street Nashua NH 03060	
<b>1.5 Contractor Phone Number</b> 603-882-3616	<b>1.6 Account Number</b> 05-095-49-491510-2990	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$75,000
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin		<b>1.10 State Agency Telephone Number</b> (603) 271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Peter Kelleher, President & CEO	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>2/13/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Wendy Nichols Notary			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Director	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Megan A. York Attorney On: <u>2/20/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			



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

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


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

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

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

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

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

Contractor Initials:   
Date: 2/3/15

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

Contractor Initials: PK  
Date: 2/3/15

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

**Scope of Services**

**1. Scope of 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 shall develop the infrastructure necessary to provide and record a Screening, Brief Intervention, Referral to Treatment (SBIRT) program. The Contractor shall:
  - 1.2.1. Ensure sufficient qualified staff to conduct SBIRTs according to the SBIRT model described by the Centers for Disease Control (CDC) at <http://www.cdc.gov/ncddd/fasd/documents/alcoholbsimplementationguide.pdf>. Staff delivering SBIRT services must have one of the following combinations of minimum education and/or credentials:
    - 1.1.1.1. Masters prepared behavioral health practitioners. This includes individuals licensed under the Mental Health Board, Psychology Board, or Alcohol and Drug Use Professionals Board.
    - 1.1.1.2. Masters prepared and in the process of obtaining a license from the Mental Health Board, Psychology Board, or Alcohol and Drug Use Professionals Board, while under the supervision of a licensed practitioner of the same profession.
    - 1.1.1.3. Physicians or Advanced Practice Registered Nurses licensed to practice in NH.
    - 1.1.1.4. Physician Assistants or other practitioners under the supervision of a Physician licensed to practice in NH.
  - 1.2.2. Fully integrate primary and behavioral health care through SBIRT implementation. Integration activities shall include, but not be limited to:
    - 1.2.2.1. Hiring and training one (1) full-time Medical Assistant.
    - 1.2.2.2. Hiring and training one (1) part-time master's level Program Coordinator.
    - 1.2.2.3. Incorporating SBIRT services for each patient on an annual basis to ensure a maximum number of patients are reached.
    - 1.2.2.4. Creating policies and procedures for SBIRT implementation in coordination with the Medical Director.



Exhibit A

- 1.2.2.5. Defining roles and responsibilities of primary care and behavioral health team-based approach through collaborative work between the SBIRT project manager and the Vice President of Operations.
- 1.2.2.6. Redesigning the structure/process of routine primary care visits to include SBIRT services.
- 1.2.2.7. Developing/selecting an SBIRT screening tool for implantation.
- 1.2.3. Provide staff training to ensure SBIRT activities are conducted with fidelity to the model described in Section 1.1.1. Training shall include, but not be limited to:
  - 1.2.3.1. Motivational Interviewing and Cognitive Behavioral Therapy provided to all primary team members.
  - 1.2.3.2. SBIRT Procedures and Systems, which includes training on coding for billing, which shall be provided to all staff.
- 1.2.4. Modify and/or adapt current Electronic Health Records systems in order to track SBIRT completions as well as SBIRT actions, recommendations and follow ups.
- 1.2.5. Establish SBIRT coding and billing through the medical code/biller and financial department in accordance with the NH Managed Care/Medicaid program and other insurance companies. The Contractor shall review coding and billing procedures and mechanisms quarterly and adapt procedures/mechanisms, as needed.
- 1.2.6. Document SBIRT activities in client records using existing EMR forms as well as new EMR forms developed in coordination with the Community Health Access Network (CHAN).
- 1.3. The Contractor shall implement and track SBIRT services by including SBIRT activities in daily agency operations. The Contractor shall:
  - 1.3.1. Modify EHR/HIT to provide an automatic alert for each brief screen and SBIRT eligible clients on an annual basis.
  - 1.3.2. Conduct screenings using one or more of the screening instruments listed in Appendix E of "Systems-Level Implementation of Screening, Brief Intervention and Referral to Treatment. TAP33" (2013 edition) (<http://www.integration.samhsa.gov/sbirt/TAP33.pdf>) and track services related to screenings.
  - 1.3.3. Conduct brief interventions and track services related to brief interventions.

*[Handwritten Signature]*



Exhibit A

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- 1.3.4. Refer patients to treatment services, as necessary, and ensure each patient has connected with the specific service provider.
- 1.3.5. Coordinate care between medical services and external treatment providers. Coordination of care includes, but is not limited to:
  - 1.3.5.1. Obtaining client consents to contact service providers in order to resolve any barriers to accessing services.
  - 1.3.5.2. Referring patients for Substance Use Disorder (SUD) services.
  - 1.3.5.3. Establishing a relationship with, and working with Regional Public Health Networks in order to identify new SUD referral sources as they become available.
- 1.4. The Contractor shall sustain program operations for SBIRT by:
  - 1.4.1. Identifying public and private funding services, including private insurances.
  - 1.4.2. Developing a coding, tracking and billing system for SBIRT services in order to receive additional funding from other sources.
- 1.5. The Contractor shall cooperate with the Department during site visits and shall provide access to clinic documents and patient SBIRT records. Clinic documents shall include, but not be limited to:
  - 1.5.1. SBIRT policies and procedures.
  - 1.5.2. Staff credentials for staff delivering SBIRT.
  - 1.5.3. SBIRT procedures documented in patients records.

**2. Reporting Requirements**

- 2.1. The Contractor shall provide monthly reports to the Department that identify:
  - 2.1.1. The total number of clients/patients receiving SBIRT services.
  - 2.1.2. The percentage of clients/patients in Section 2.1.1:
    - 2.1.2.1. Receiving only screening.
    - 2.1.2.2. Receiving brief intervention.
    - 2.1.2.3. Referred for more intensive services.
    - 2.1.2.4. Referred for more intensive services who initiated services.
  - 2.1.3. Updates on any changes, enhancements or adaptations to SBIRT procedures in the following areas:
    - 2.1.3.1. Technology-based systems.
    - 2.1.3.2. Staffing.



Exhibit A

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2.1.3.3. Coding and billing.

**3. Deliverables**

- 3.1. The Contractor shall hire staff, as described in Section 1.2.2, within thirty (30) days of the contract effective date.
- 3.2. The Contractor shall ensure training described in Section 1.2.3 is completed no later than sixty (60) days from the contract effective date.



Exhibit B

**Method and Conditions Precedent to Payment**

1. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) #93.959, (<https://www.cfda.gov>) SAMHSA Substance Abuse Prevention and Treatment Block Grant.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1.
3. Payment for said services shall be made as follows:
  - 3.1. The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 3.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice and the required reports identified in Exhibit A, Section 2, Reporting Requirements for Contractor services provided pursuant to this Agreement.
  - 3.3. The invoice must be submitted to:

Financial Manager  
Department of Health and Human Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301
4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Section 2, Reporting Requirements.
5. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
6. The State may, at its sole discretion, extend the Contract agreement for two (2) additional years upon written agreement of both parties and approval of the Governor and Executive Council, if there has been satisfactory execution of services in the initial term by the Contractor.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
9. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to transfer funds within line items in Exhibit B-1 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.







**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

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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



**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 Department reserves the right to renew the contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.



**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 GRANTEEES 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

  
Date 2/3/15





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

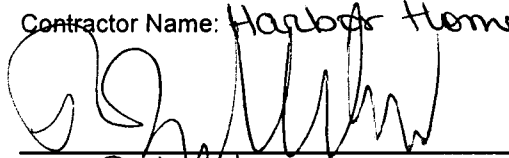
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements 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.

2/3/15  
Date

Contractor Name: Harbor Homes Inc.  
  
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

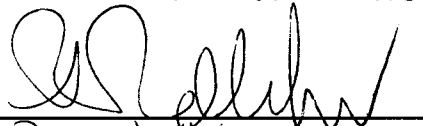
The undersigned certifies, to the best of his or her knowledge and belief, that:

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.

2/3/15  
Date

Contractor Name: Harbor Homes Inc.

  
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

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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**

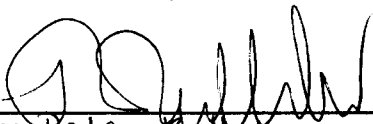
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 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: Harbor Homes Inc

2/3/15  
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.

Exhibit G

Contractor Initials

*PK*

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

*2/3/15*



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.

2/3/15  
Date

Contractor Name: Harbor Homes Inc.

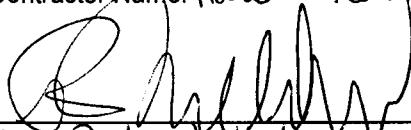
  
Name: Peter Kelleher  
Title: President & CEO

Exhibit G

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

Contractor Initials



Date

2/3/15



**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: Harbor Homey Inc

2/3/15  
Date

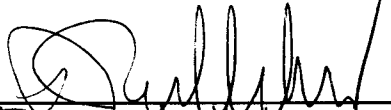
  
Name: Peter Kelleher  
Title: President & CEO



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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





Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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

*PK*

*2/3/15*



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

*pk*

*2/3/15*



Exhibit I

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

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

\_\_\_\_\_  
The State

*[Signature]*  
\_\_\_\_\_  
Signature of Authorized Representative

*Stanley*  
\_\_\_\_\_  
Name of Authorized Representative

*Director*  
\_\_\_\_\_  
Title of Authorized Representative

*2/17/15*  
\_\_\_\_\_  
Date

*Harbor Homes Inc.*  
\_\_\_\_\_  
Name of the Contractor

*[Signature]*  
\_\_\_\_\_  
Signature of Authorized Representative

*Peter Kelloher*  
\_\_\_\_\_  
Name of Authorized Representative

*President & CEO*  
\_\_\_\_\_  
Title of Authorized Representative

*2/3/15*  
\_\_\_\_\_  
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: Harbor Homes Inc.

2/3/15  
Date

Peter Kelleher  
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: 13-1864357
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:

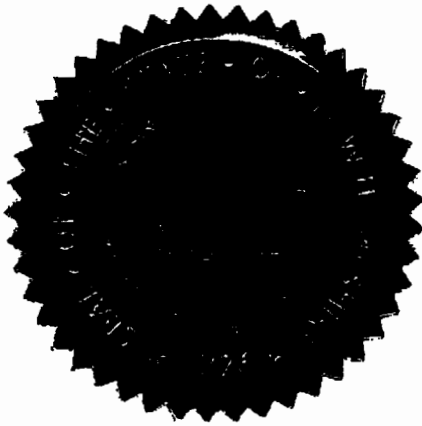
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

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

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 formed February 15, 1980. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7<sup>th</sup> day of April A.D. 2014

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF VOTE

I, Laurie Goguen, 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 2/3/15:  
(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 3<sup>rd</sup> day of February, 2015.  
(Date Contract Signed)

4. Peter Kelleher is the duly elected President & CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Laurie Goguen  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 3<sup>rd</sup> day of February 2015.

By Laurie Goguen  
(Name of Elected Officer of the Agency)

Wendy Nichols  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/22/2014

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

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

<b>PRODUCER</b> Eaton & Berube Insurance Agency, Inc. 11 Concord St Nashua NH 03064	<b>CONTACT NAME:</b> Kimberly Gutekunst <b>PHONE (A/C No. Ext):</b> 603-882-2766 <b>E-MAIL ADDRESS:</b> kgutekunst@eatonberube.com		<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> HARHO Harbor Homes, Inc 45 High Street Greater Nashua Council on Alcoholism, Inc. Nashua NH 03060	<b>INSURER A:</b> Hanover Insurance		
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:** 1626185471                      **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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		ZBV970714701	7/1/2014	7/1/2015	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AHV970600302	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0			UHV970913302	7/1/2014	7/1/2015	EACH OCCURRENCE	\$5,000,000
							AGGREGATE	\$5,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability Abuse & Molestation Empl Benefits Liability			ZBV970714701	7/1/2014	7/1/2015	\$1,000,000	\$3,000,000
							\$1,000,000	\$3,000,000
							\$1,000,000	\$3,000,000

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

Additional Named Insureds:  
Harbor Homes, Inc.  
Harbor Homes II, Inc.  
Harbor Homes III, Inc.  
Healthy at Homes, Inc.  
Milford Regional Counseling Service, Inc.  
See Attached...

### CERTIFICATE HOLDER

Department of Health & 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  
*Wm. R. Berube*



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Eaton & Berube Insurance Agency, Inc.		NAMED INSURED Harbor Homes, Inc 45 High Street Greater Nashua Council on Alcoholism, Inc. Nashua NH 03060	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

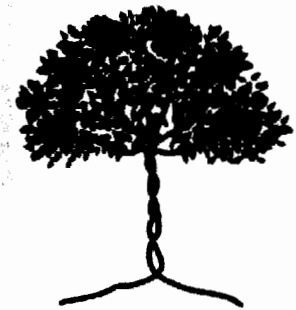
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Southern New Hampshire HIV/AIDS Task Force  
 Welcoming Light, Inc.  
 HH Ownership, Inc.  
 Greater Nashua Council on Alcoholism dba Keystone Hall  
 Greater Nashua Council on Alcoholism, Inc.

Harbor Homes  
Mission Statement

**PARTNERSHIP**  
**FOR SUCCESSFUL LIVING**

**An efficient and innovative collaboration of six non-profit organizations providing access to housing, health care, education, employment, and supportive services to help individuals and families achieve sustainable independence.**



DRAFT

**HARBOR HOMES, INC.**

**Financial Statements**

**For the Year Ended June 30, 2014**

**(With Independent Auditors' Report Thereon)**

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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., which comprise the statement of financial position as of June 30, 2014, 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.

**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 Harbor Homes, Inc. as of June 30, 2014, 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 2013 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 9, 2013. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2013 is consistent, in all material respects, with the audited financial statements from which it has been derived.

### **Other Matters**

#### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and are 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 \_\_\_\_\_, 2014 on our consideration of the 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.

\_\_\_\_\_, 2014

## HARBOR HOMES, INC.

## Statement of Financial Position

June 30, 2014

(With Comparative Totals as of June 30, 2013)

	HUD I Program	HUD VI Program	Program Operations	2014 Total	2013 Total
<b>ASSETS</b>					
<b>Current Assets:</b>					
Cash and cash equivalents	\$ 694	\$ 877	\$ 168,823	\$ 170,394	\$ 440,522
Accounts receivable, net	45	4,966	1,432,974	1,437,985	695,273
Promises to give	-	-	50,000	50,000	50,000
Due from HUD Programs	-	-	3,300	3,300	6,177
Due from related organizations	-	-	24,522	24,522	79,954
Prepaid expenses	-	-	28,575	28,575	27,203
<b>Total Current Assets</b>	<b>739</b>	<b>5,843</b>	<b>1,708,194</b>	<b>1,714,776</b>	<b>1,299,129</b>
Property and Equipment, net of accumulated depreciation	81,352	292,027	19,625,628	19,999,007	16,337,606
<b>Noncurrent Assets:</b>					
Restricted deposits and funded reserves	48,169	30,633	241,489	320,291	199,706
Due from HUD Programs	-	-	68,484	68,484	33,292
Due from related organizations	-	-	352,502	352,502	227,592
Promises to give	-	-	-	-	50,000
Beneficial interest	-	-	148,204	148,204	128,237
Other assets	-	-	40,836	40,836	29,446
<b>Total Noncurrent Assets</b>	<b>48,169</b>	<b>30,633</b>	<b>851,615</b>	<b>930,417</b>	<b>668,273</b>
<b>Total Assets</b>	<b>\$ 130,260</b>	<b>\$ 328,503</b>	<b>\$ 22,185,437</b>	<b>\$ 22,644,200</b>	<b>\$ 18,305,008</b>
<b>LIABILITIES AND NET ASSETS</b>					
<b>Current Liabilities:</b>					
Accounts payable	\$ 1,034	\$ 1,391	\$ 597,624	\$ 600,049	\$ 244,718
Accrued expenses	1,678	1,348	701,650	704,676	497,536
Due to program operations	3,300	-	-	3,300	6,177
Due to related organizations	-	-	160,868	160,868	76,521
Other liabilities	-	-	-	-	4,248
Line of credit	-	-	400,868	400,868	807,868
Deferred revenue	-	-	2,333	2,333	63,657
Current portion of mortgages payable	14,070	4,521	180,210	198,801	227,427
<b>Total Current Liabilities</b>	<b>20,082</b>	<b>7,280</b>	<b>2,043,553</b>	<b>2,070,895</b>	<b>1,928,152</b>
<b>Long Term Liabilities:</b>					
Due to program operations	-	68,484	-	68,484	33,292
Due to related organizations	-	-	-	-	75,000
Security deposits	2,329	665	38,635	41,529	37,422
Other liabilities	-	-	54,719	54,719	29,446
Mortgages payable, tax credits	-	-	142,410	142,410	163,453
Mortgages payable, net of current portion	149,527	230,092	7,004,209	7,383,828	7,313,543
Mortgages payable, deferred	-	-	5,332,834	5,332,834	5,242,834
<b>Total Long Term Liabilities</b>	<b>151,856</b>	<b>299,141</b>	<b>12,572,807</b>	<b>13,023,804</b>	<b>12,894,990</b>
<b>Total Liabilities</b>	<b>171,938</b>	<b>306,401</b>	<b>14,616,360</b>	<b>15,094,699</b>	<b>14,823,142</b>
<b>Unrestricted Net Assets (Deficit):</b>					
HUD programs	(41,678)	22,102	-	(19,576)	(3,864)
Program operations	-	-	7,519,535	7,519,535	3,262,622
Temporarily Restricted Net Assets	-	-	49,542	49,542	223,108
<b>Total Net Assets (Deficit)</b>	<b>(41,678)</b>	<b>22,102</b>	<b>7,569,077</b>	<b>7,549,501</b>	<b>3,481,866</b>
<b>Total Liabilities and Net Assets</b>	<b>\$ 130,260</b>	<b>\$ 328,503</b>	<b>\$ 22,185,437</b>	<b>\$ 22,644,200</b>	<b>\$ 18,305,008</b>

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

## HARBOR HOMES, INC.

## Statement of Activities

For the Year Ended June 30, 2014

(With Comparative Totals for the Year Ended June 30, 2013)

	Unrestricted Net Assets			Temporarily Restricted Net Assets	2014 Total	2013 Total
	HUD I Program	HUD VI Program	Program Operations			
<b>Public Support and Revenue:</b>						
Public Support:						
Federal grants	\$ -	\$ -	\$ 6,007,810	\$ -	\$ 6,007,810	\$ 1,768,749
State, local, and other grants	-	-	1,567,322	-	1,567,322	815,730
Donations	-	-	225,211	47,851	273,062	512,423
Net assets released from restriction	-	-	221,417	(221,417)	-	-
Total Public Support	-	-	8,021,560	(173,566)	7,847,994	3,096,902
Revenue:						
Department of Housing and Urban Development	77,507	41,324	2,662,795	-	2,781,626	2,564,634
Veterans Administrative grants	-	-	2,413,380	-	2,413,380	1,852,023
Medicaid - Federal and State, net	-	-	917,578	-	917,578	765,847
Rent and service charges, net	30,973	19,843	1,024,092	-	1,074,908	507,620
Contracted services	-	-	1,328,798	-	1,328,798	357,845
Outside rent	-	-	95,816	-	95,816	165,218
Miscellaneous	-	-	158,192	-	158,192	97,236
Fundraising events	-	-	52,519	-	52,519	-
Employment projects	-	-	53,900	-	53,900	63,792
Food and common area fees	-	-	67,165	-	67,165	61,643
Management fees	-	-	32,796	-	32,796	34,425
Medicare revenue, net	-	-	75,057	-	75,057	25,818
Unrealized gain/(loss)	-	-	20,186	-	20,186	12,269
Interest	2	11	151	-	164	337
Gain (loss) on disposal of fixed assets	-	-	601,751	-	601,751	(1,580)
Sliding fee and free care	-	-	33,416	-	33,416	(23,456)
Bad debts	-	(693)	(335,697)	-	(336,390)	(34,064)
Total Revenue	108,482	60,485	9,201,895	-	9,370,862	6,449,805
Total Public Support and Revenue	108,482	60,485	17,223,455	(173,566)	17,218,856	9,546,507
<b>Expenses:</b>						
Program	82,649	69,062	10,700,403	-	10,852,114	7,952,882
Administration	20,064	12,904	1,784,371	-	1,817,339	1,454,175
Fundraising	-	-	481,768	-	481,768	193,625
Total Expenses	102,713	81,966	12,966,542	-	13,151,221	9,600,682
Change in net assets	5,769	(21,481)	4,256,913	(173,566)	4,067,635	(64,175)
Net Assets (Deficit), Beginning of Year	(47,447)	43,583	3,262,622	223,108	3,481,866	3,536,041
Net Assets (Deficit), End of Year	\$ (41,678)	\$ 22,102	\$ 7,519,535	\$ 49,542	\$ 7,549,501	\$ 3,481,866

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

## HARBOR HOMES, INC.

## Statement of Functional Expenses

For the Year Ended June 30, 2014

(With Comparative Totals for the Year Ended June 30, 2013)

	<u>Program</u>	<u>Administration</u>	<u>Fundraising</u>	<u>2014 Total</u>	<u>2013 Total</u>
Expenses:					
Accounting fees	\$ -	\$ 49,400	\$ -	\$ 49,400	\$ 45,200
Advertising and printing	8,726	20,374	1,323	30,423	29,210
Client services and assistance	34,012	70	-	34,082	28,395
Client transportation	17,175	725	-	17,900	10,212
Conference and conventions	26,260	10,627	175	37,062	37,314
Contract labor	233,854	27,978	-	261,832	171,812
Employee benefits	3,500	20,131	-	23,631	695,060
Equipment rental	-	-	-	-	9,040
Food	195	7,644	-	7,839	50,475
Fundraising expenses	63,300	592	-	63,892	4,843
Garbage and trash removal	-	-	19,460	19,460	19,795
Grants	17,556	1,512	119	19,187	225,293
Information technology	289,792	5,624	-	295,416	151,903
Interest expense - mortgage	109,688	24,645	39	134,372	328,661
Interest expense - other	66,263	330,784	1,405	398,452	37,772
Journals and publications	233	21,260	-	21,493	1,153
Legal fees	1,390	365	-	1,755	67,155
Management fees	26,350	21,517	75	47,942	11,169
Medical and clothing	-	8,964	-	8,964	68,605
Dues and subscriptions	-	6,784	-	6,784	7,347
Office supplies	37,185	14,474	241	51,900	42,667
Operating and maintenance	209,052	13,015	627	222,694	134,137
Operational supplies	99,808	-	223	100,031	64,822
Other expenditures	5,618	42,434	94	48,146	27,869
Payroll taxes	392,602	62,054	28,052	482,708	353,615
Postage/shipping	2,918	7,095	564	10,577	8,405
Professional fees	194,586	32,445	10,581	237,612	120,929
Property and liability insurance	71,380	21,547	1,094	94,021	117,709
Property taxes	29,448	7,998	-	37,446	14,198
Rent expense	2,933,364	-	-	2,933,364	1,991,130
Salary and wages	4,247,198	713,672	359,775	5,320,645	3,665,782
Security deposits	117,348	-	-	117,348	38,063
Snow removal	39,225	2,423	184	41,832	40,629
Staff development	3,548	2,673	-	6,221	9,533
Staff expense	5,035	11,859	172	17,066	25,573
Staff transportation	35,819	24,748	381	60,948	67,840
Telephone/communications	66,413	25,652	1,566	93,631	67,329
Utilities	276,663	20,003	1,544	298,210	244,188
Vehicle expenses	21,927	544	-	22,471	23,696
Total Expenses Before Depreciation	<u>10,258,844</u>	<u>1,777,132</u>	<u>479,429</u>	<u>12,515,405</u>	<u>9,058,528</u>
Depreciation	<u>593,270</u>	<u>40,207</u>	<u>2,339</u>	<u>635,816</u>	<u>542,154</u>
Total Functional Expenses	<u>\$ 10,852,114</u>	<u>\$ 1,817,339</u>	<u>\$ 481,768</u>	<u>\$ 13,151,221</u>	<u>\$ 9,600,682</u>

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

## HARBOR HOMES, INC.

## Statement of Cash Flows

For the Year Ended June 30, 2014

(With Comparative Totals for the Year Ended June 30, 2013)

	<u>2014</u>	<u>2013</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ 4,067,635	\$ (54,175)
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	635,816	542,154
Gain on disposal of fixed assets	208,942	1,580
Gain on beneficial interest	(19,967)	(12,062)
(Increase) Decrease In:		
Accounts receivable	(742,710)	51,068
Promises to give	50,000	(75,000)
Prepaid expenses	(1,372)	(22,364)
Other assets	(11,490)	(29,446)
Increase (Decrease) In:		
Accounts payable	355,331	(45,594)
Accrued expenses	207,140	119,341
Deferred revenue	(61,324)	63,657
Other liabilities	21,025	33,694
Net Cash Provided by Operating Activities	<u>4,709,026</u>	<u>572,853</u>
Cash Flows From Investing Activities:		
Restricted deposits and funded reserves	(120,585)	76,421
Security deposits	4,107	(3,143)
Purchase of fixed assets	(3,987,645)	(817,241)
Net Cash Used by Investing Activities	<u>(4,104,123)</u>	<u>(743,963)</u>
Cash Flows From Financing Activities:		
Payments on line of credit	(407,000)	(2,131)
Payments on long term borrowings	(407,900)	(302,284)
Net change in due to/from related organizations	(60,131)	126,467
Net Cash Used by Financing Activities	<u>(875,031)</u>	<u>(177,948)</u>
Net Decrease	(270,128)	(349,058)
Cash and Cash Equivalents, Beginning of Year	<u>440,522</u>	<u>789,580</u>
Cash and Cash Equivalents, End of Year	<u>\$ 170,394</u>	<u>\$ 440,522</u>
Supplemental disclosures of cash flow information:		
Interest paid	<u>\$ 314,436</u>	<u>\$ 377,285</u>
Non-cash financing activities	<u>\$ 518,515</u>	<u>\$ 2,584,700</u>

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

## HARBOR HOMES, INC.

## Notes to the 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:**

The following is a summary of significant accounting policies of the Organization used in preparing and presenting the accompanying financial statements.

**Accounting for Contributions and Financial Statement Presentation**

The Organization follows *Accounting for Contributions Received and Contributions Made* and *Financial Statements of Not-for-Profit Organizations* as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC). Under these guidelines, the Organization is required to distinguish between contributions that increase permanently restricted net assets, temporarily restricted net assets, and unrestricted net assets. It also requires recognition of contributions, including contributed services, meeting certain criteria at fair values. These reporting standards establish standards for financial statements of not-for-profit organizations and require a Statement of Financial Position, a Statement of Activities, a Statement of Functional Expenses, and a Statement of Cash Flows.

**Basis of Accounting**

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC *Accounting for Contributions Received and Contributions Made*.

### Restricted and Unrestricted Revenue

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

### Cash and Cash Equivalents

For purposes of the Statement of Cash Flows, the Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

### Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account for the year ended June 30, 2014, management has taken into account a variety of factors.

### Property and Equipment

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Assets not in service are not depreciated.

### Functional Expenses

The costs of providing various programs and activities have been summarized on a functional basis in the Statement of Activities and in the Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

### Donated Services

The Organization receives donated services from a variety of unpaid volunteers assisting the Organization in its programs. No amounts have been recognized in the accompanying statement of activities because the criteria

for recognition of such volunteer effort under generally accepted accounting principles have not been satisfied.

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

### Use of Estimates

The preparation of financial statements in conformity with 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. Accordingly, actual amounts could differ from those estimates.

### Tax Status

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 follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) is subject to examination by the IRS, generally for three years after they were filed.

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended June 30, 2014, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

### Reclassifications

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.



**3. Concentration of Credit Risk - Cash and Cash Equivalents:**

The carrying amount of the Organization's deposits with financial institutions was \$170,394 at June 30, 2014. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank at June 30, 2014. The bank balance is categorized as follows:

Insured by FDIC	\$ 419,349
Insured by SIPC	63,986
Uninsured and uncollateralized	<u>494,999</u>
Total Bank Balance	\$ <u>978,334</u>

**4. Accounts Receivable, Net:**

Accounts receivable at June 30, 2014 consists of the following:

	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
HUD I Program:			
Residents	\$ <u>45</u>	\$ <u>-</u>	\$ <u>45</u>
Total	\$ <u>45</u>	\$ <u>-</u>	\$ <u>45</u>
HUD VI Program:			
Residents	\$ <u>9,276</u>	\$ <u>(4,310)</u>	\$ <u>4,966</u>
Total	\$ <u>9,276</u>	\$ <u>(4,310)</u>	\$ <u>4,966</u>
Program Operations:			
Residents	\$ 57,196	\$ (34,761)	\$ 22,435
Security deposits	5,910	-	5,910
Medicaid	289,010	(80,635)	208,375
Grants	912,543	-	912,543
Insurance	212,771	(137,009)	75,762
Patients	327,509	(281,115)	46,394
Other	<u>161,555</u>	<u>-</u>	<u>161,555</u>
Total	\$ <u>1,966,494</u>	\$ <u>(533,520)</u>	\$ <u>1,432,974</u>

**5. Due To/From Related Organizations:**

Due to/from related organizations represents amounts due to and from Harbor Homes, Inc. from related entities whereby common control is shared

with the same Board of Directors. 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, 2014 are as follows:

	<u>Due to</u>	<u>Due From</u>
Current:		
Healthy at Home	\$ 116,304	\$ -
Southern NH HIV/AIDS Task Force	44,564	-
HH Ownership, Inc.	-	13,032
Harbor Homes III, Inc.	-	11,490
Subtotal current	<u>160,868</u>	<u>24,522</u>
Non-current:		
Greater Nashua Council on Alcoholism	-	55,249
Milford Regional Counseling Services, Inc.	-	41,415
Harbor Homes II, Inc.	-	126,044
Welcoming Light, Inc.	-	129,794
Subtotal non-current	<u>-</u>	<u>352,502</u>
Total	<u>\$ 160,868</u>	<u>\$ 377,024</u>

Although management believes the above receivables to be collectible, there is significant risk that the non-current portion may not be.

**6. Prepaid Expenses:**

Prepaid expenses consist of the following items:

	<u>HUD I</u>	<u>HUD VI</u>	<u>Program</u>
	<u>Program</u>	<u>Program</u>	<u>Operations</u>
Prepaid insurance	\$ -	\$ -	\$ 9,470
Prepaid HRA	-	-	9,079
Prepaid other	-	-	10,026
Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 28,575</u>

**7. Property, Equipment and Depreciation:**

A summary of the major components of property and equipment is presented below:

	<u>HUD I</u> <u>Program</u>	<u>HUD VI</u> <u>Program</u>	<u>Program</u> <u>Operations</u>
Construction in progress	\$ -	\$ -	\$ 4,442,919
Land	49,484	54,750	1,642,956
Land improvements	12,290	-	-
Buildings	253,233	257,403	15,862,625
Building improvements	89,762	1,500	995,166
Software	-	-	320,366
Vehicles	-	-	211,878
Furniture and fixtures	-	-	162,183
Equipment	18,695	-	163,297
Medical equipment	-	-	65,761
Subtotal	<u>423,464</u>	<u>313,653</u>	<u>23,867,151</u>
Less: accumulated depreciation	<u>(342,112)</u>	<u>(21,626)</u>	<u>(4,241,523)</u>
Total	<u>\$ 81,352</u>	<u>\$ 292,027</u>	<u>\$ 19,625,628</u>

Depreciation expense for the year ended June 30, 2014 totaled \$635,816.

The estimated useful lives of the depreciable assets are as follows:

<u>Assets</u>	<u>Years</u>
Land improvements	15
Buildings and improvements	10 - 40
Software	3
Vehicles	3
Furniture and fixtures	5 - 7
Equipment and medical equipment	5 - 7

#### 8. Restricted Deposits and Funded Reserves:

Restricted deposits and funded reserves consist of escrow accounts and reserves which are held for various purposes. The following is a summary of the restricted accounts:

	<u>HUD I</u> <u>Program</u>	<u>HUD VI</u> <u>Program</u>	<u>Program</u> <u>Operations</u>
Security deposits	\$ 2,329	\$ 565	\$ 40,880
Reserve for replacements	43,069	28,455	200,609
Residual receipt deposits	<u>2,771</u>	<u>1,613</u>	<u>-</u>
Total	<u>\$ 48,169</u>	<u>\$ 30,633</u>	<u>\$ 241,489</u>

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.

**9. 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, 2014, the value of the fund was \$148,204.

**10. Accrued Expenses:**

Accrued and other liabilities include the following:

	<u>HUD I</u> <u>Program</u>	<u>HUD VI</u> <u>Program</u>	<u>Program</u> <u>Operations</u>
Mortgage interest	\$ 1,262	\$ 1,348	\$ -
Payroll and related taxes	-	-	324,646
Compensated absences - vacation time	-	-	319,591
Compensated absences - personal time	-	-	30,934
Other	416	-	26,479
Total	<u>\$ 1,678</u>	<u>\$ 1,348</u>	<u>\$ 701,650</u>

**11. Line of Credit:**

At June 30, 2014, the Organization had a \$900,000 line of credit available from TD Bank, N. A., 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 1.00%, adjusted daily. As of June 30, 2014 the credit line had an outstanding balance of \$400,868, at an interest rate of 4.25%.

In March 2012 the line of credit agreement was modified to require the Organization to reduce the line to a low point of \$500,000 for a minimum of thirty consecutive days during any period over the year. The Organization was in compliance with covenants during fiscal year 2014.

**12. Security Deposits:**

Security deposits are comprised of tenant security deposits and other miscellaneous deposits. Tenant security deposits are held in a separate bank account in the name of the Organization. These deposits will be returned to residents when they leave the facility. Interest will be returned to residents who have had over one year of continuous tenancy.

**13. 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 organizations, maturing in 2020, secured by real property located at 59 Factory Street in Nashua, NH. This amount is amortized over 10 years at zero percent interest. The amount due at June 30, 2014 is \$142,410.

**14. Mortgages Payable:**

Mortgages payable as of June 30, 2014 consisted of the following:

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. \$ 1,205,963

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. 1,203,460

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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. 1,110,556

A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$6,391, including principal and interest at 6.75%, maturing in 2031, secured by real property located at 45 High Street in Nashua, NH. 738,239

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. 691,879

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. 657,895

A mortgage payable to TD Bank, due in monthly installments of \$5,387, including principal and interest at 7.27%, maturing in 2025, secured by real property located on Maple Street in Nashua, NH. 491,188

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. 484,279

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. 309,995

(continued)

(continued)

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.	234,613
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.	163,597
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.	136,232
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 Have Drive, Unit 202 in Nashua, NH.	102,597
A mortgage payable to Merrimack County Savings Bank, due in monthly installments of \$1,283, including principal and interest at 3.73%, maturing in 2035, secured by real property located at 59 Factory Street in Nashua, NH.	52,136
Total	<u>7,582,629</u>
Less amount due within one year	<u>(198,801)</u>
Mortgages payable, net of current portion	<u>\$ 7,383,828</u>

The following is a summary of future payments on the previously mentioned long-term debt.

<u>Year</u>	<u>Amount</u>
2015	\$ 198,801
2016	213,090
2017	225,721
2018	222,296
2019	235,277
Thereafter	<u>6,487,444</u>
Total	<u>\$ 7,582,629</u>

**15. Mortgages Payable, Deferred:**

The Organization has deferred mortgages outstanding at June 30, 2014 totaling \$5,332,834. 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, 2014:

	<u>Program Operations</u>
City of Manchester:	
Somerville Street property	\$ <u>300,000</u>
Total City of Manchester	300,000
City of Nashua:	
Factory Street property	580,000
Spring Street property	491,000
Charles Street property	98,087
High Street fire system	<u>65,000</u>
Total City of Nashua	1,234,087

(continued)



(continued)

	<u>Program Operations</u>
Federal Home Loan Bank (FHLB):	
Factory Street property	400,000
Somerville Street property	400,000
Spring Street property	<u>398,747</u>
Total FHLB	1,198,747
NHHFA:	
Factory Street property	1,000,000
Spring Street property	550,000
Charles Street property	50,000
Somerville Street property	<u>1,000,000</u>
Total NHHFA	<u>2,600,000</u>
Total Mortgages Payable, Deferred	<u>\$ 5,332,834</u>

**16. Temporarily Restricted Net Assets:**

Temporarily restricted net assets are available for the following purposes at June 30, 2014:

<u>Purpose</u>	<u>Amount</u>
Art supplies	\$ 350
Dalianis bricks	735
HVRP	6,479
Operation brightside	2,000
SCOAP	3,139
Thanksgiving	693
Veterans computers	5,630
2014 Christmas gifts	300
2014 mainstream	30,088
2014 PEC	88
2014 standdown	<u>40</u>
Total	<u>\$ 49,542</u>

Net assets were released from restrictions by incurring expenses satisfying the restricted purpose or by the passage of time.

**17. 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.

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 and a line of credit. The guaranties consist of one mortgage in the amount of \$1,867,590, another mortgage in the amount of \$300,000, and the line of credit in the amount of \$250,000.

During the year, the Organization rented office space, under tenant at will agreements, to Southern NH HIV/AIDS Task Force, and Healthy at Home, Inc., related parties. The rental income under these agreements totaled \$24,816 and \$60,000, respectively, for fiscal year 2014.

Harbor Homes, Inc., receives management fees from the related HUD projects.

The Organization is considered a commonly controlled organization with several related entities by way of its common board of directors. However, management feels that the principal prerequisites for preparing combined financial statements are not met, and therefore more meaningful separate statements have been prepared.

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

**18. Employee Benefit Plan:**

After one year of continuous service with the Organization, employees may contribute a portion of their wages to a Section 403(b) retirement 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, 2014 were \$117,680.

In addition to the retirement plan noted above, the Organization also has a Section 457 deferred compensation plan with a value of \$40,936 at June 30, 2014.

**19. Concentration of Risk:**

The Organization receives 36%, 16%, 14% and 5% of its revenue from the Department of Health and Human Services, the Department of Housing and Urban Development, the Department of Veterans Affairs, and Medicaid, respectively.

**20. Fair Value Measurements:**

FASB ASC, *Fair Value Measurements*, provides guidance for using fair value to measure assets and liabilities. *Fair Value Measurements* applies whenever other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under *Fair Value Measurements*, fair value refers to the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. *Fair Value Measurements* clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

Under *Fair Value Measurements*, the Organization categorizes its fair value estimates based on a hierarchical framework associated with three levels of price transparency utilized in measuring financial instruments at fair value. Classification is based on the lowest level of input that is significant to the fair value of the instrument. The three levels are as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;
- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs

are directly observable from active markets for substantially the full term of the asset or liability being valued; and

- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

The estimated fair value of the Organization's financial instruments is presented in the following table:

	<u>Carrying Value</u>	<u>Fair Value</u>	<u>Level One</u>	<u>Level Two</u>	<u>Level Three</u>
Due from related organizations	\$ 377,024	\$ 377,024	\$ -	\$ -	\$ 377,024
Beneficial interest	148,204	148,204	-	-	148,204
Total assets	<u>\$ 525,228</u>	<u>\$ 525,228</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 525,228</u>
Due to related organizations	\$ 160,868	\$ 160,868	\$ -	\$ -	\$ 160,868
Line of credit	400,868	400,868	-	400,868	-
Mortgages payable, tax credits	142,410	142,410	-	-	142,410
Mortgages payable	7,582,629	7,582,629	-	7,582,629	-
Mortgages payable, deferred	5,332,834	5,332,834	-	5,332,834	-
Total liabilities	<u>\$ 13,619,609</u>	<u>\$ 13,619,609</u>	<u>\$ -</u>	<u>\$ 13,316,331</u>	<u>\$ 303,278</u>

Fair Value Measurements  
Using Significant Unobservable Inputs  
Level 3

	<u>Due from related organizations</u>	<u>Beneficial Interest</u>	<u>Due to related organizations</u>	<u>Mortgages Payable, Tax Credits</u>
Beginning balance June 30, 2013	\$ 307,546	\$ 128,237	\$ 151,521	\$ 163,453
Advances	468,396	19,967	279,276	-
Reductions	(398,918)	-	(269,929)	(21,043)
Ending balance June 30, 2014	<u>\$ 377,024</u>	<u>\$ 148,204</u>	<u>\$ 160,868</u>	<u>\$ 142,410</u>

Due to the short term nature of the financial instruments, the book value approximates fair value.

**21. Healthcare Clinic:**

Patient service revenue is recorded as services provided. The Healthcare Clinic (The Clinic) establishes fees for services to patients based on a sliding fee scale. Contractual allowances are recorded based on patients served in the period the related services are rendered.

The Clinic has a policy of providing free care to patients who are unable to pay. Such patients are identified based on financial information obtained from the patients prior to the services being rendered. The approximate amount of free care services provided was \$552,000 for the year ended June 30, 2014. The Clinic billed a third-party payer approximately \$424,000 during the fiscal year.

Patient accounts receivable are recorded less allowances for doubtful accounts and net of contractual allowances. The Clinic provides for losses on patient accounts receivable using the allowance method. Receivables are considered impaired if full payments are not expected in accordance with contractual terms. The net balance as of June 30, 2014 was \$120,000.

**22. Subsequent Events:**

Subsequent to year end, the Organization was awarded a \$9.9m grant, over three years, through the Housing Prevention Rapid Rehousing Program funded by the Bureau of Behavioral Health. In addition, the Organization was awarded a \$1.2m grant, over two years, from the Substance Abuse and Mental Health Services Administration.

In September and October of 2014, the Organization sold two condominiums that were no longer needed for the Permanent Housing Program.

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2014 through \_\_\_\_\_, 2014, the date the financial statements were available to be issued, have been evaluated by management for disclosure.

HARBOR HOMES, INC.  
 Schedule of Activities by Cost Center  
 For the Year Ended June 30, 2014

	Non-BBH		Community Residence Crestnut St.	Community Residence Winter St.	Emergency Shelter	Permanent Housing 2	HPRP (Bridge) State	Administration	Fundraising	Total
	Healthcare Clinic	Other								
<b>Public Support and Revenue:</b>										
Public Support:										
Federal grants	\$ 681,187	\$ 4,045,763	\$ -	\$ 1,500	\$ 159,914	\$ -	\$ -	\$ 21,043	\$ -	\$ 6,007,610
State, local, and other grants	112,837	50,000	-	-	68,534	-	1,228,155	-	-	1,567,322
Donations	15,115	-	-	-	10,900	-	-	178,193	932	273,062
<b>Total Public Support</b>	<b>809,139</b>	<b>4,095,763</b>	<b>-</b>	<b>1,500</b>	<b>237,348</b>	<b>-</b>	<b>1,228,155</b>	<b>199,236</b>	<b>932</b>	<b>7,847,894</b>
<b>Revenue:</b>										
Department of Housing and Urban Development	-	-	-	-	-	195,603	-	-	-	2,781,628
Voluntary Administrative grants	-	-	-	-	-	-	-	-	-	2,413,380
Medicaid - Federal and State, net	127,975	-	369,643	367,222	-	-	-	-	-	917,578
Rent and service charges, net	192,778	-	-	3,720	2,609	24,759	-	-	-	1,074,908
Contracted services	-	-	-	-	-	-	-	-	-	1,328,798
Outside rent	-	-	-	-	-	24,816	-	-	-	95,816
Miscellaneous	1,818	-	-	-	-	-	-	120,995	-	198,192
Fundraising events	-	-	-	-	-	-	-	-	52,519	52,519
Employment projects	-	-	59,900	-	-	-	-	-	-	59,900
Food and common area fees	-	-	34,765	32,400	-	-	-	-	-	67,165
Management fees	-	-	-	-	-	-	-	32,796	-	32,796
Medicare revenue, net	40,191	-	-	-	-	-	-	-	-	75,057
Unrealized gain/(loss)	-	-	-	-	-	-	-	20,186	-	20,186
Interest	2	-	-	-	-	-	-	133	-	164
Gain/(loss) on disposal of fixed assets	33,416	-	-	-	-	75,688	-	3,002	-	601,751
Selling fee and fine case	(166,783)	-	(619)	-	(1,305)	(250)	-	-	-	33,416
Bad debts	-	-	-	-	-	-	-	-	-	(336,390)
<b>Total Revenue</b>	<b>229,395</b>	<b>-</b>	<b>403,789</b>	<b>403,342</b>	<b>1,304</b>	<b>320,618</b>	<b>-</b>	<b>177,112</b>	<b>52,519</b>	<b>9,370,852</b>
<b>Total Public Support and Revenue</b>	<b>1,038,534</b>	<b>4,095,763</b>	<b>403,789</b>	<b>404,842</b>	<b>238,652</b>	<b>320,616</b>	<b>1,228,155</b>	<b>376,348</b>	<b>53,451</b>	<b>17,218,856</b>
<b>Expenses before depreciation</b>	<b>1,100,296</b>	<b>45,612</b>	<b>235,084</b>	<b>245,938</b>	<b>210,067</b>	<b>282,585</b>	<b>1,099,512</b>	<b>1,777,132</b>	<b>479,429</b>	<b>12,516,405</b>
<b>Change in net assets before depreciation</b>	<b>(61,762)</b>	<b>4,050,151</b>	<b>168,705</b>	<b>158,904</b>	<b>28,565</b>	<b>38,031</b>	<b>128,643</b>	<b>(1,402,784)</b>	<b>(425,978)</b>	<b>4,703,451</b>
<b>Depreciation</b>	<b>44,861</b>	<b>-</b>	<b>127</b>	<b>-</b>	<b>3,726</b>	<b>26,252</b>	<b>-</b>	<b>40,207</b>	<b>2,339</b>	<b>635,816</b>
<b>Change in net assets</b>	<b>\$(106,623)</b>	<b>\$ 4,050,151</b>	<b>\$ 168,578</b>	<b>\$ 158,904</b>	<b>\$ 24,839</b>	<b>\$ 11,779</b>	<b>\$ 128,643</b>	<b>\$ (1,440,991)</b>	<b>\$ (428,317)</b>	<b>\$ 4,067,835</b>

See Independent Auditors' Report.

HARBOR HOMES, INC.  
Schedule of Expenses

For the Year Ended June 30, 2014

	Non BBH		Community Residence Chestnut St.	Community Residence Winter St.	Emergency Shelter	Permanent Housing 2	HPRP (Bridge) State	Administration	Fundraising	Total
	Healthcare Clinic	Other								
Expenses:	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Accounting fees	8,726	-	-	-	-	-	-	48,400	-	48,400
Advertising and printing	-	-	-	-	-	-	-	20,374	1,323	30,423
Client services and assistance	-	33,787	-	-	225	-	-	70	-	34,082
Client transportation	-	17,175	-	-	-	-	-	725	-	17,900
Conference and conventions	4,242	21,868	-	-	150	-	-	10,627	175	37,062
Contract labor	18,178	215,576	100	-	-	-	-	27,078	-	261,832
Dues and subscriptions	3,145	355	-	-	-	-	-	20,131	-	23,631
Employee benefits	104,026	357,495	22,720	35,391	7,773	20,633	23,375	215,500	51,735	838,648
Equipment rental	-	117	-	-	-	39	-	7,644	-	7,839
Food	-	24,355	21,076	17,474	395	-	-	592	-	63,892
Fundraising expenses	-	-	-	-	-	-	-	-	19,460	19,460
Garbage and trash removal	306	14,511	-	-	20	2,719	-	1,512	119	19,187
Grants	-	288,980	-	-	677	120	35	5,624	-	295,416
Information technology	5,549	45,612	-	133	32	58	1,630	24,845	39	134,372
Interest expense - mortgage	3,815	-	-	-	-	-	-	330,784	1,405	398,452
Interest expense - other	-	233	-	-	-	-	-	21,260	-	21,493
Journals and publications	346	628	208	208	-	-	-	365	-	1,755
Legal fees	3,000	21,590	-	-	-	1,770	-	21,517	75	47,942
Management fees	-	-	-	-	-	-	-	8,964	-	8,964
Medical and clothing	-	-	-	-	-	-	-	6,784	-	6,784
Office supplies	1,269	34,117	680	131	222	648	241	14,474	241	51,900
Operating and maintenance	4,117	167,655	-	1,584	9,229	26,467	627	13,015	627	222,694
Operational supplies	15,077	66,227	3,547	3,346	4,306	7,305	-	223	-	100,031
Other expenditures	5,362	-	-	-	221	35	-	42,434	94	48,146
Payroll taxes	73,541	262,845	17,188	16,436	4,776	7,268	10,588	92,054	28,052	482,708
Postage/shipping	308	2,229	-	-	4	62	-	7,095	584	10,577
Professional fees	9,968	164,620	-	-	-	-	-	32,445	10,581	237,612
Property and liability insurance	12,819	51,324	510	400	2,529	2,495	1,303	21,547	1,094	94,021
Property taxes	-	28,448	-	-	-	-	-	7,988	-	37,446
Rent expense	-	1,823,361	-	-	92,214	94,115	923,674	-	-	2,933,364
Salary and wages	816,465	2,831,635	168,234	166,096	18,627	84,423	129,604	713,672	359,775	5,320,645
Security deposits	-	91,441	-	-	-	5,580	1,700	-	-	117,348
Snow removal	474	34,501	-	-	32	4,216	-	2,423	184	41,832
Staff development	328	3,220	-	-	-	-	-	2,673	-	6,221
Staff expense	1,408	3,247	119	23	180	35	23	11,859	172	17,066
Staff transportation	1,222	24,282	497	445	303	504	8,586	24,748	381	60,948
Telephone/communications	2,845	55,678	285	2,311	2,309	3,309	1,410	25,652	1,666	93,631
Utilities	3,972	238,091	-	-	14,160	20,450	-	20,003	1,544	298,210
Vehicle expenses	-	19,977	-	1,706	-	344	-	544	-	22,471
Total Expenses Before Depreciation	1,100,296	7,039,730	235,084	245,938	210,087	282,585	1,098,512	1,777,132	479,429	12,515,405
Depreciation	44,861	518,304	127	-	3,776	26,252	-	40,207	2,339	635,816
Total Expenses	\$ 1,145,157	\$ 7,558,034	\$ 235,211	\$ 245,938	\$ 213,813	\$ 308,837	\$ 1,098,512	\$ 1,817,339	\$ 481,768	\$ 13,151,221

See Independent Auditors' Report.





**HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS**

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counseling Services, Inc., Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

David Aponovich - [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
(2<sup>nd</sup> term +)

**Treasurer**  
(Chair, Finance Committee)  
(Facilities Committee)  
(Executive Committee)  
[REDACTED]

Alphonse Haettenschwiler - (6/15) (Finance Committee)  
[REDACTED] (HCC Oversight Committee, Chair)  
[REDACTED]  
[REDACTED]  
(2<sup>nd</sup> term) [REDACTED]

Vincent Chamberlain - (6/15)  
[REDACTED]  
[REDACTED]  
[REDACTED]  
(1<sup>st</sup> term)

**Vice Chair**  
(Chair Resource/Development/  
Planning Committee)  
(HCC Oversight Committee)  
[REDACTED]

Joel Jaffe - [REDACTED] (Executive Committee)  
[REDACTED] 52  
[REDACTED] 52  
[REDACTED] 75  
(1<sup>st</sup> term) [REDACTED]

Pastor Geoff DeFranca - [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
(1<sup>st</sup> term)

(Resource/Development/  
Planning Committee)  
[REDACTED]

Robert Kelliher - [REDACTED] (Chair, Facilities Committee)  
[REDACTED] (Governance Committee)  
[REDACTED]  
(2<sup>nd</sup> term) [REDACTED]

Laurie Des Rochers - (6-15)  
[REDACTED]  
[REDACTED]  
[REDACTED]  
(1<sup>st</sup> term)

(Facilities Committee)  
(Resource/Development/  
Planning Committee)  
[REDACTED]

Lynn King - [REDACTED] (Resource/Development/  
Planning Committee)  
[REDACTED] (Chair, Governance Committee)  
[REDACTED] 3  
(1<sup>st</sup> term) [REDACTED]

Robert Fischer - [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
(2<sup>nd</sup> term +)

**Chair of the Board**  
(Resource/Development/  
Planning Committee)  
(HCC Oversight Committee)  
[REDACTED]

Captain James Lima - (6/15) (Governance Committee)  
[REDACTED] (Facilities Committee)  
[REDACTED] 5  
[REDACTED]  
(1<sup>st</sup> term) [REDACTED]

Laurie Goguen - [REDACTED]  
[REDACTED] 0  
[REDACTED]  
[REDACTED]  
(2<sup>nd</sup> term)

**Secretary**  
(Governance Committee)  
(HCC Oversight Committee)  
(Executive Committee)  
[REDACTED]

Naomi Moody - [REDACTED] (Committee Assignment-Pending)  
[REDACTED] 0  
[REDACTED] 4  
[REDACTED] 2  
(1<sup>st</sup> term) [REDACTED]

Nathan Goodwin - [REDACTED]  
[REDACTED] 7  
(1<sup>st</sup> term)

[REDACTED]

Rick Plante - [REDACTED] (Facilities Committee)  
[REDACTED]  
[REDACTED]  
(1<sup>st</sup> term) [REDACTED]

**HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS**

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counseling Services, Inc., Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

Dan Sallet - [REDACTED]  
[REDACTED]ge.  
[REDACTED] 02  
[REDACTED] 0  
(1<sup>st</sup> term)

(Finance Committee)

[REDACTED]

Trent Smith - [REDACTED]  
[REDACTED] 3  
[REDACTED] 031  
(2<sup>nd</sup> term)

(Chair, Executive Committee)  
(HCC Oversight Committee)

[REDACTED]

# Tara Richard

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## **Education/Certifications:**

- ◆ Rivier University 2014, MA Mental Health Counseling, (anticipated LCMHC 5/2016)
- ◆ University of New Hampshire 2004, BA in Psychology
- ◆ Certified SOAR Trainer in NH , (SSI/SSDI)
- ◆ Certified Employment Support Professional
- ◆ Certified Illness Management Recovery (IMR) clinician
- ◆ Trained in Motivational Interviewing, DBT and Assertiveness

## **Relevant Work History:**

### **Harbor Homes Inc. -Program Manager/Mental Health Counselor**

02/10 - Present

- ◆ Provide mental health counseling services using CBT, DBT and MI practices
- ◆ Connect clients to local resources
- ◆ Follow specific treatment plans created by mental health centers
- ◆ Complete bi-annual reporting to evaluate evidence based practices

## **Internship**

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### **Harbor Homes Inc. - Mental Health Counselor**

07/13 - 05/14

- ◆ Provided counseling to adults with moderate to severe mental illness using a variety of treatment modalities
- ◆ Co Facilitated DBT and Women's group
- ◆ Participated in 1-1 supervision, as well as peer supervision
- ◆ Completed intake assessments and reports
- ◆ Provided case management in areas such as employment, benefits, substance use, housing and collaboration of care

### **Merrimack Valley School District - Administrative Assistant/HR**

11/07-02/10

- ◆ Implemented a process to organize application process
- ◆ Assisted Accounts Payable and Receivables Departments
- ◆ Confidential data entry
- ◆ I-9 Documentation

### **Contract Assignments 1/05 - 6/07**

#### **Collaborative Consulting - Recruiting Coordinator**

- ◆ Recruited from online job boards
- ◆ Conducted initial phone interview screening with candidate
- ◆ Scheduling interviews
- ◆ Posting/maintaining all job openings on online job boards

Harbor Homes, Inc.  
Job Description

Title: Behavioral Health Integration Project Coordinator  
Reports to: President and CEO  
Status: Part-time, some local travel may be required  
Salary Range: Position added onto an existing staff member's role; no additional salary

**Primary Purpose:**

This position insures integration of primary and behavioral health care not only among the Harbor Care Health and Wellness Center staff, but also among outside providers. The Coordinator will insure that all members of the provider staff are well-versed in all aspects of integration.

**Primary Responsibilities:**

1. Guide the implementation of the BHI Project, utilizing the work plan as a guide, and documenting efforts through project management tools
2. Coordinate training of all EBP's to include SBIRT, CBT, MI.
3. Coordinate integrated case reviews with all providers.
4. Supervise coordination with outside providers.
5. Supervise and provide community education to outside providers.
6. Responsible for identifying, tracking and reporting data elements required for audits.
7. Conducts periodic assessment of the appropriateness of the utilization of services and the quality of services provided or proposed to be provided to individuals served by the health center.

**Qualifications:**

**A. Educational and Professional**

- Master's Level and state licensed as a Behavioral Health provider
- Minimum of five (5) year progressively responsible supervisory and administrative training and experience in health services demonstrating management and leadership expertise.
- Previous experience in FQHC work setting.

**B. Knowledge and Ability**

- Minimum of ten (10) years clinical experience
- Knowledge regarding health care rules and regulations required.
- Excellent organizational and communication skills required.
- Knowledge of management and supervisory practices.
- Ability to manage healthcare practice systems
- Familiarity with continuous quality improvement strategies
- Excellent project management skills

**HARBOR HOMES, INC**  
**JOB DESCRIPTION**  
**MEDICAL ASSISTANT/BEHAVIORAL HEALTH**

**Job Summary:** Primarily provides support to the behavioral health clinical providers, with secondary duties supporting the Health Care Clinic by providing other services such as; patient check-in, administrative duties and outreach.

**Reports to:** Medical Director

**Qualifications:**

A. Educational and Professional:

- American Association of Medical Assistant MCA Certification and CPR Certification Required
- Microsoft office suite
- Knowledge of Logician EMR software preferred but will train
- Experience in the homeless community and specifically the behavioral health environment

B. Knowledge and Abilities:

- strong communication,
- problem solving skills,
- be well-organized, flexible
- and able to work independently and in collaboration with others

**Responsibilities:**

Under the general direction of the Medical Director and the direct supervision of the Homeless Health Care Coordinator the incumbent performs the following functions:

- Prepares appropriate paperwork for behavioral health intakes and screenings
- Under direction of a behavioral health provider, provides assistance by returning patient telephone calls related to prescription refills
- Provides ongoing assessment of needs and facilitate goal-directed activities with homeless persons with objectives of assisting the client in securing access to and independently mastering use of community services and resources that will enable and support independent living and progress toward his/her established goals.
- Coordinates these services with other services provided by other community providers.
- Provides outreach and crisis intervention services to enable the client's timely acquisition of those services appropriate and necessary to crisis stabilization and/or hospital diversion.
- Covering the reception desk and performing front desk duties when needed
- Evaluate behavioral health patients calling for appropriate appointments
- Ensures confidentiality of employee, legal, client/patient, budget, and all company matters.
- Performs similar or related duties as assigned or directed.

**Tools/Equipment**

**Physical Demands**

Knowledge	Seldom to None	Occasionally	Frequently	Constantly
Reading, Speaking, Writing English				X
Communications Skills				X
Computers			X	

**HARBOR HOMES, INC**  
**JOB DESCRIPTION**  
**MEDICAL ASSISTANT/BEHAVIORAL HEALTH**

<b>Physical</b>				
Walking			X	
Bending			X	
Standing			X	
Sitting			X	
Driving		X		
Lifting up to 30 lbs with or without assistance			X	
Stretching/Reaching			X	
Distinguish smell/temperature			X	
Hearing/Seeing			X	
Exposure to bloodborne pathogens and infectious disease		X		
Exposure to hazardous material		X		
Climbing		X		
Hand/finger dexterity			X	
Stooping (bend at waist)			X	
<b>Sensory Activities</b>				
Talking in person			X	
Talking on the telephone			X	
Hearing in person			X	
Hearing on the telephone			X	
Vision for close work			X	
Other (specify)				

I have carefully read, understand and signed the job description, including qualifications, requirements and physical demands of the position **Medical Assistant** and I agree to fulfill these responsibilities to meet the defined standards.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Agency Representative \_\_\_\_\_ Date \_\_\_\_\_

# Ana Pancine

23 Nashua NH

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<p><b>Career Focus</b></p>	<p>Finance Professional with extensive experience in audit requirements, budget and forecasting, operational and variance analysis, financial reporting and full cycle of month-end closing on a non-profit and for-profit organization. Proficient with a wide variety of software applications, including SAP, SAGE and custom accounting software.</p>
<p><b>Recent Accomplishments</b></p>	<ul style="list-style-type: none"> <li>• Prepared/Assisted on local hospitals contract with Agency to receive maximum reimbursement for new project.</li> <li>• Achieved revenue objective by implementing cost-cutting measures.</li> <li>• Assessed accounting system structures and converted acquired company's accounting system to SAGE and SAP.</li> <li>• Reviewed posting and documents for correct entry, mathematical accuracy and proper coding and eliminated all errors showing on metrics and financial reports.</li> <li>• Developed several financial reports for the organization to ensure financial transparency.</li> <li>• Uncovered \$500,000 process errors with development of multiple source analytical auditing tools.</li> <li>• Maintain an error free audit with no management letters or comments for four years.</li> <li>• Completed several implementation changes within the financial department.</li> </ul>
<p><b>Experience</b></p>	<p><b>Harbor Homes Inc.                      Nashua, NH                      November 2007 – Present</b></p> <p><b>Financial Specialist</b></p> <ul style="list-style-type: none"> <li>• Budget development for 92 cost centers and 8 affiliated agency with annual expenses and revenue of \$22m total</li> <li>• Prepare operational and variance analysis to present to CEO and board members for all agencies</li> <li>• Internal and external reports for several State &amp; Federal projects.</li> <li>• Prepare complex financial statements, internal/annual reports for CEO, VP of Finance, BOD &amp; State/Federal Agencies.</li> <li>• Prepare profit and loss, general ledger, trial balance reports for all 92 cost centers on a monthly basis</li> <li>• Knowledge of planning techniques, test and sampling methods involved in conducting audits.</li> <li>• Extensive experience with Financial Statements audits, reviews, compilations and audits for Governmental organizations (A-133).</li> <li>• Managed annual external audit resulting in no findings and no management comments on A-133 audits.</li> <li>• Assist VP of Finance on all necessary tasks and current back up for this position.</li> <li>• Maintained accurate accounts including cash, inventory, prepaid, fixed assets, accounts payable, accrued expenses and line of credit transactions.</li> <li>• Responsible for tracking and ensure all financial reports deadlines are met.</li> <li>• Prepare all budgets for Development Department to be submitted for competitive State, Federal and Local grant applications</li> <li>• Review all financial requirements and financial accuracy for new and renewed contracts</li> </ul>
	<p><b>Hewlett-Packard                      Various locations                      August 2001 – November 2007</b></p> <p><b>Service Resource Coordinator                      December 2006 – November 2007</b></p> <ul style="list-style-type: none"> <li>• Accountable for all metric reports for the PER Event team in a monthly basis.</li> <li>• Responsible for revenue booking for two districts.</li> <li>• Accountable to update, present and distribute all reports related to the department.</li> <li>• Provide quality reports for upper management to review the progress of the team.</li> <li>• Responsible for all the billings for Latin America and prepared currency translation reporting.</li> </ul> <p><b>Americas Business Analyst                      February 2004 – December 2006</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Variance reporting monthly for +/-1 % of forecasted to report to senior management.</li> <li>• Compile, reconcile, and obtain approval from customer for account metrics on a monthly basis.</li> <li>• Maintain global reporting of 200 employees with specific emphasis on geographic alignment, individual line counts, and organizational charts for account utilization and resource mapping</li> <li>• Approve time card for temporary employees, main contact for temporary agencies and responsible for hiring/releasing of temporary employees.</li> <li>• Main contact for all customers located in the Latin America territory.</li> <li>• Provided Financial Support for account closing.</li> </ul>

<b>Skills</b>	<p><b>Quality Controller/ System Support Administrator</b> <span style="float: right;"><i>June 2003 – February 2005</i></span></p> <ul style="list-style-type: none"> <li>• Main contact between administrators and system support to prioritize technical errors.</li> <li>• Responsible for weekly, monthly and quarterly quality review reporting.</li> <li>• Responsible for weekly and monthly geography reports.</li> <li>• Maintain all employee related spreadsheets updated.</li> <li>• Manage quality review reports to ensure policies and procedures are being followed.</li> <li>• Mentoring new hires in their assigned positions.</li> <li>• Communicating with manager for tools necessary for team.</li> <li>• Categorize and notify managers of any performance issues.</li> <li>• Provide support for team members with problem solving.</li> </ul> <p><b>Per Event Administrator</b> <span style="float: right;"><i>August 2001 – June 2003</i></span></p> <ul style="list-style-type: none"> <li>• Responsible for billing revenue.</li> <li>• General office filing and organization.</li> <li>• Data Entry.</li> <li>• Assisting customer needs.</li> <li>• Solving any customer issues.</li> <li>• Revenue booking and customer assistance for Latin America/Caribbean territory.</li> <li>• Assistant and service provided for all customer located in the Latin America/Caribbean/Europe territory</li> </ul>	
	<ul style="list-style-type: none"> <li>• Windows 98/2000/XP/7</li> <li>• SIFT – Financial Database</li> <li>• Microsoft Office</li> <li>• Fundware/F9</li> </ul>	<ul style="list-style-type: none"> <li>• PEARS/CHAMP/WFM</li> <li>• NCAS/SAP</li> <li>• SAGE - MIP</li> <li>• Fluent in Portuguese</li> </ul>
<b>Education</b>	<p><b>Hesser College</b></p> <ul style="list-style-type: none"> <li>• Bachelor of Science, Business Administration –concentration in Finance – Oct 2005</li> <li>• Trained Medical Translator – Portuguese</li> <li>• Fluent in Portuguese and Proficient in Spanish</li> </ul> <p><b>Southern NH University</b></p> <ul style="list-style-type: none"> <li>• Pursuing MBA and Financial/International Business Certification.</li> </ul>	



CAROL J. FURLONG, LCMHC, MAC, MBA

SKILLS / ABILITIES / ACHIEVEMENTS PROFILE

**Administration:** Seasoned professional with progressive experience in diverse healthcare and educational environments, including operations, budget control, marketing, quality assurance, risk management, utilization review, facility design and management, human resources, and strategic planning.

**Management:** Self-starter with strong planning, controlling, organizing and leadership skills. Effectively manages resources and ensures compliance with established policies and procedures. Skilled in identifying and troubleshooting problem areas and implementing solutions. Developed comprehensive Quality Management program. Restructured billing, triage and customer service systems resulting in improved productivity and efficiency. Extensive managed care experience.

**Human Resources:** Skilled in recruiting, interviewing and selecting top personnel. Effective trainer, develops staff abilities to full potential. Motivates and retains employees using the mentor approach. Managed and supervised training and development of 100 personnel. Knowledgeable regarding multicultural issues. Effectively trained and prepared counseling professionals.

**Communication:** Articulate speaker and effective negotiator. Writes with strength, clarity and style. Natural ability to work with others. Consistently develops good rapport with staff, professionals, staff managers and community. Works well as part of a team or independently. Wrote and published several training and procedural manuals.

PROFESSIONAL EXPERIENCE

**ASSISTANT DIRECTOR, SUPPORTIVE SERVICES/VP OPERATIONS**

2005-present

Harbor Homes, Inc.

Senior management position overseeing residential and administrative staff of approximately 250 employees and coordinating a continuum of service delivery for the mentally ill and homeless and other populations. Develops and updates program plans, assures monitoring of implementation and develops/implements corrective actions as indicated. Provides education/consultation to staff, other agencies or community groups. Provides direct or indirect supervision to a clinical staff of 40 approximately Program Managers and MIMS workers. Assures quality/appropriateness of critical aspects of care through ongoing monitoring.

**DIRECTOR OF COMMUNITY SUPPORT SERVICES DEPARTMENT**

2003 - 2005

Community Council of Nashua

Nashua, NH

Develops and updates program plans, assures monitoring of implementation and develops/implements corrective actions as indicated. Provides education/consultation to staff, other agencies or community groups. Provides supervision to a clinical staff of approximately 40 therapists, case managers and MIMS workers. Develops Regional Planning of adult services. Assures quality/appropriateness of critical aspects of care through ongoing monitoring.

**DIRECTOR OF OUTCOMES & SYSTEM IMPROVEMENT**

1999-2003

Community Council of Nashua

Nashua, NH

Developed and maintains a Quality Management Program complying with NCQA and JCAHO standards. Monitored and supervised utilization review, evaluating the medical necessity, case management and continuation of care. Developed effective medical records protocols. Directs training and development function for the agency. Coordinated efforts resulting in highly successful JCAHO survey. Coordinates Customer Service and complaints process.

**ADJUNCT FACULTY**

1990-2005

Rivier College

Nashua, NH

Graduate Counseling Program - Instruct graduate counseling students in a variety of courses to include Group Therapy, Counseling Techniques, Substance Abuse Counseling, Clinical Assessment, Marriage & Family Therapy, and Prescriptive Behavioral Management Techniques. Have facilitated several Independent Study courses in a variety of topics.

**PRIVATE PRACTICE**

1999-Present

Nashua, NH

Maintains private practice of approximately 40 clients. Coordinates care with primary care physicians and others. Coordinates treatment with managed care companies.

**DIRECTOR OF REGIONAL BEHAVIORAL HEALTH QM**

1997-1999

The Hitchcock Clinic

Bedford, NH

Developed and maintained a Quality Management Program complying with NCQA standards for four Behavioral Health sites. Developed and implemented program expansion. Identified staffing requirements and facilitated subsequent downsizing to ensure cost effectiveness. Liaison between the Clinic and insurance plans. Monitored and supervised utilization review for the Southern Region, evaluating the medical necessity, case management and continuation of care. Recommended by insurance reviewers to other organizations for consultation services in order to assist these agencies in their compliance processes. Developed effective medical records protocols.

**COORDINATOR OF MULTICULTURAL COUNSELING PROGRAM**

1998-1999

Rivier College

Nashua, NH

Coordinates the Bilingual/Multicultural Counseling Program in both guidance counseling and mental health fields. Recruits and advises professional students from local multicultural agencies. Developing a diversity-training program for use in area schools and businesses to enhance multicultural awareness. Instructor in Graduate Counseling Program.

**CLINICAL DIRECTOR**

1990-1997

The Hitchcock Clinic

Nashua, NH

Developed and implemented program policies and procedures. Managed FTE and budgetary control while providing effective leadership to the staff. Improved out-referral system, while reducing out-referral expenditures. Developed cooperative collaboration measures with insurers' UM Departments. Supervised a staff of thirty employees. Senior member of the Regional Management Team, and also a member of the Nashua Medical Group Board of Governors.

**PROGRAM DIRECTOR**

1988-1990

Partial Hospitalization Program, Brookside Hospital

Nashua, NH

Developed program components, structure, policies and procedures. Implemented FTE and budgetary control and supervised treatment staff. Initiated referral network and maintained marketing and referral relationships within the Greater Nashua community. Facilitated groups, provided case management and individual counseling including initial assessments. Monitored case management and utilization review processes with insurers.

**PROGRAM DIRECTOR - SUBSTANCE ABUSE CLINIC**

1985-1988

Department of the Army

West Germany

Developed comprehensive preventive substance abuse program. Coordinated efforts with schools, civic organizations, civilian agencies and military organizations in order to integrate preventive education efforts. Supervised clinical and support staff of two treatment clinics. Maintained referral relationships with commanders.

**ARMY COMMUNITY SERVICE DIRECTOR**

1983-1985

Department of the Army

West Germany

Developed comprehensive community support agency. Responsible for staffing and budgetary concerns. Composed informational publications, prepared financial and statistical reports and submitted budget requests to the U. S. government for agency funding. Responsible for FAP (Family Advocacy Program).

**EDUCATION**

**MASTERS OF BUSINESS ADMINISTRATION DEGREE  
IN HEALTHCARE ADMINISTRATION - 2001**

Rivier College, Nashua

**MASTERS OF SCIENCE IN EDUCATION (COUNSELING) - 1986**

University of Southern California

**BACHELORS IN EDUCATION (SPECIAL EDUCATION) -1974**

Westfield State College, Westfield, MA

**LICENSES AND CERTIFICATIONS**

**LICENSED CLINICAL MENTAL HEALTH COUNSELOR**

New Hampshire License #100 - 1998

**MASTERS ADDICTION COUNSELOR CERTIFICATION**

1997

Patricia A. Robitaille, CPA

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## PROFILE

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- 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

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## PROFESSIONAL EXPERIENCE

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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**

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1988-1991 Rivier College, Nashua, NH – Bachelor of Science, Accounting

## **OTHER ACHIEVEMENTS**

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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**

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Excel, Word, Powerpoint, Pro-Fx Tax software, Pro-Fx Trial balance software, Quickbooks,  
Peachtree, T-Value, various auditing software programs

**Harbor Homes Inc.**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Kelleher	President & CEO	\$166,109	0%	\$0
Carol Furlong	VP of Operations	\$93,496	1%	\$980
Patricia Robitaille	VP of Finance	\$102,856	1%	\$1,020
Ana Pancine	Finance Specialist	\$60,008	5%	\$3,000

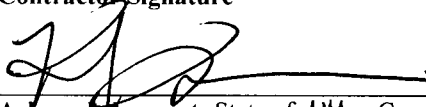
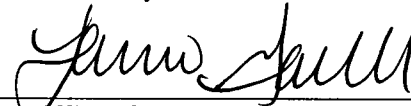
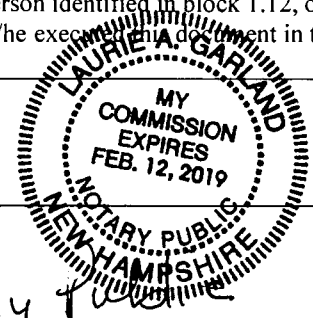
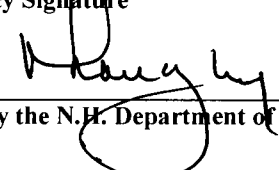
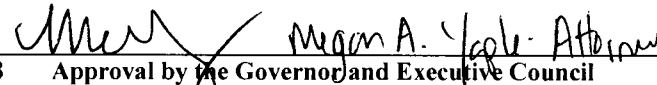
Subject: Infrastructure Development to Implement SBIRT

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health & Human Services Division for Drug and Alcohol Services		<b>1.2 State Agency Address</b> 129 Pleasant St. Concord, NH 03301	
<b>1.3 Contractor Name</b> Manchester Community Health Center		<b>1.4 Contractor Address</b> 145 Hollis Street Manchester, NH 03101	
<b>1.5 Contractor Phone Number</b> (603) 935-5210	<b>1.6 Account Number</b> 05-095-49-491510-2990	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$60,514
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin		<b>1.10 State Agency Telephone Number</b> (603) 271-9558	
<b>1.11 Contractor Signature</b> X 		<b>1.12 Name and Title of Contractor Signatory</b> Kris McCracken, President/CEO	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>2/3/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> X [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Laurie Garland, Notary Public			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> D. Langley, Director BDAS	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Megan A. York - Attorney On: <u>2/28/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials: WLS  
Date: 2/3/15





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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

*WLS*  
2/3/15



## Scope of Services

### 1. Scope of 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 shall develop the infrastructure necessary to provide and record a Screening, Brief Intervention, and Referral to Treatment (SBIRT) program. The Contractor shall:
  - 1.2.1. Ensure sufficient qualified staff to conduct SBIRTs according to the SBIRT model described by the Centers for Disease Control (CDC) at <http://www.cdc.gov/ncddd/fasd/documents/alcoholbsiimplementationguide.pdf>. Sufficient staff shall include, but not be limited to:
    - 1.1.1.1. Two (2) Community Health Workers/Well Care Facilitators who shall work forty (40) hours per week.
    - 1.1.1.2. One (1) Community Health Worker/Well Care Coordinator working forty (40) hours per week.
  - 1.2.2. Staff delivering SBIRT services shall have one of the following combinations of minimum education and/or credentials:
    - 1.1.1.3. Masters prepared behavioral health practitioners. This includes individuals licensed under the Mental Health Board, Psychology Board, or Alcohol and Drug Use Professionals Board.
    - 1.1.1.4. Masters prepared and in the process of obtaining a license from the Mental Health Board, Psychology Board, or Alcohol and Drug Use Professionals Board, while under the supervision of a licensed practitioner of the same profession.
    - 1.1.1.5. Physicians or Advanced Practice Registered Nurses licensed to practice in NH.
    - 1.1.1.6. Physician Assistants or other practitioners under the supervision of a Physician licensed to practice in NH.
  - 1.2.3. Provide training to the integrated primary care and behavioral health teams to ensure SBIRT activities are conducted with fidelity to the model described in Section 1.1.1. Staff receiving training shall include, but not be limited to:
    - 1.2.3.1. Primary care providers.
    - 1.2.3.2. Nurses.

*WJ*  
2/3/15



Exhibit A

- 1.2.3.3. Medical assistants.
- 1.2.3.4. Behavioral health clinicians.
- 1.2.4. Modify and/or adapt current Electronic Health Records systems by partnering with the Community Health Access Network (CHAN) and other CHCs to develop the procedures and forms necessary to track SBIRT completions as well as SBIRT actions, recommendations and follow ups.
- 1.2.5. Use SUD codes in the EMR for billing that shall:
  - 1.2.5.1. Enable submission for payment through NH Managed Care/Medicaid and other insurance companies.
  - 1.2.5.2. Allow the generation of reports through the CHAN.
- 1.2.6. Integrate Technology Based Care approaches (TBC) that offer alternative engagement of patients who have different learning styles. TBC approaches shall include, but not be limited to, expanding current technology and purchasing new technology. The Contractor shall:
  - 1.2.6.1. Continue developing the Patient Portal for use with new technology.
  - 1.2.6.2. Purchase six (6) iPads and six (6) cases, two (2) per service location, to use for technical support services.
  - 1.2.6.3. Purchase three (3) iPad charging stations, one (1) per service location.
  - 1.2.6.4. Develop forms and reports to be used with Patient Portal and iPad technical support services.
- 1.3. The Contractor shall implement SBIRT services by including SBIRT activities in daily agency operations. The Contractor shall:
  - 1.3.1. Conduct screenings, brief interventions and track services related to screenings by using an individual 'OBS TERM' buried in the forms developed by the Community Health Access Network (CHAN), which are used in the electronic medical record (EMR).
  - 1.3.2. Refer patients to treatment services, as necessary, and ensure each patient has connected with the specific service provider by documenting in the EMR, which is audited to ensure appropriate follow up.
  - 1.3.3. Coordinate care between medical services and external treatment providers by collaborating and strengthening ties with a wide variety of public and private entities, including the Farnum Center, Families-In-Transition, Serenity Place and the Cynthia Day Program. Coordination of care includes, but is not limited to:

*[Handwritten Signature]*  
*[Handwritten Date: 9/3/15]*



Exhibit A

- 1.3.3.1. Obtaining client consents to contact service providers in order to resolve any barriers to accessing services.
- 1.3.3.2. Referring patients for Substance Use Disorder (SUD) services, as needed.
- 1.3.3.3. Work with Regional Public Health Networks to identify new SUD referral sources as they become available by attending community meetings, and sharing information through e-mailing list-serves, publishing agency newsletters and resource guides.
- 1.3.4. Document SBIRT activities in client records using existing EMR forms as well as new EMR forms developed in coordination with CHAN.
- 1.4. The Contractor shall sustain program operations for SBIRT by:
  - 1.4.1. Identifying public and private funding services, including private insurances.
  - 1.4.2. Developing a coding, tracking and billing system for SBIRT services in order to receive additional funding from other sources.
- 1.5. The Contractor shall cooperate with the Department during site visits and shall provide access to clinic documents and patient SBIRT records. Clinic documents shall include, but not be limited to:
  - 1.5.1. SBIRT policies and procedures.
  - 1.5.2. Staff credentials for staff delivering SBIRT.
  - 1.5.3. SBIRT procedures documented in patients records.

**2. Reporting Requirements**

- 2.1. The Contractor shall provide monthly reports to the Department that identify:
  - 2.1.1. The total number of clients/patients receiving SBIRT services.
  - 2.1.2. The percentage of clients/patients in Section 2.1.1:
    - 2.1.2.1. Receiving only screening.
    - 2.1.2.2. Receiving brief intervention.
    - 2.1.2.3. Referred for more intensive services.
    - 2.1.2.4. Referred for more intensive services who initiated services.
  - 2.1.3. Updates on any changes, enhancements or adaptations to SBIRT procedures in the following areas:
    - 2.1.3.1. Technology-based systems.
    - 2.1.3.2. Staffing.

*YH*  
*2/2/15*



Exhibit A

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2.1.3.3. Coding and billing.

*WLS*  
*2/3/15*



Exhibit A

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**3. Deliverables**

- 1.1. The Contractor shall hire staff described in Section 1.2.1 no later than sixty (60) days from the contract effective date.
- 1.2. The Contractor shall complete training activities in Section 1.2.3 no later than ninety (90) days from the contract effective date.
- 1.3. The Contractor shall purchase the equipment and software described in Section 1.2.6 no later than thirty (30) days from the contract effective date.



Exhibit B

**Method and Conditions Precedent to Payment**

1. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) #93.959, (<https://www.cfda.gov>) SAMHSA Substance Abuse Prevention and Treatment Block Grant.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1.
3. Payment for said services shall be made as follows:
  - 3.1. The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 3.2. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice and the required reports identified in Exhibit A, Section 2, Reporting Requirements for Contractor services provided pursuant to this Agreement.
  - 3.3. The invoice must be submitted to:

Financial Manager  
Department of Health and Human Services  
Bureau of Drug and Alcohol Services  
105 Pleasant Street  
Concord, NH 03301
4. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Section 2, Reporting Requirements.
5. A final payment request shall be submitted no later than sixty (60) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
6. The State may, at its sole discretion, extend the Contract agreement for two (2) additional years upon written agreement of both parties and approval of the Governor and Executive Council, if there has been satisfactory execution of services in the initial term by the Contractor.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.
9. Notwithstanding paragraph 18 of Form P-37, General Provisions, an amendment limited to transfer funds within line items in Exhibit B-1 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

*pm*  
*2/2/15*







**SPECIAL PROVISIONS**

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

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

YML  
2/3/15



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

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

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



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

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



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

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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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

*[Handwritten Signature]*  
*[Handwritten Date: 8/13/15]*



**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 Department reserves the right to renew the contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

*W*  
Date 2/2/15



**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

*[Handwritten Signature]*  
*[Handwritten 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)

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

Contractor Name:

2/3/15  
Date

  
Name: Kris Wilcocker  
Title: Pres/CEO

Contractor Initials KW  
Date 2/3/15





**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

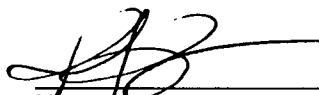
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name:

2/3/15  
Date

  
Name: Kris Macracken, Pres/CEO  
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**

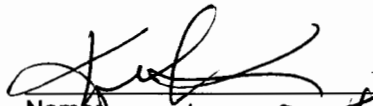
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 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 (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

2/3/15  
Date

  
Name: Kris Mockheren  
Title: Pres/CEO



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

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

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

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

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

Exhibit G

Contractor Initials

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

*VC*  
2/3/15

New Hampshire Department of Health and Human Services  
Exhibit G




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

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

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

Contractor Name:

  
Date 9/3/15

  
Name: Kris Whelan  
Title: Pres/CEO

Exhibit G

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

Contractor Initials W



**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:

2/3/15  
Date

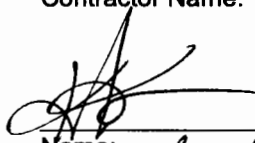
  
Name: Luis MacCracken  
Title: Pres/CEO



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

**(1) Definitions.**

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

*YU*

2/3/15



Exhibit I

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

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

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

*KAM*

*2/3/15*





Exhibit I

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

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

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

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

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

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



Exhibit I

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

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

YU<sup>E</sup>  
2/3/15



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

*MLC*  
2/3/15



Exhibit I

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

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

<p>_____</p> <p>The State</p> <p>_____</p> <p>Signature of Authorized Representative</p> <p>_____</p> <p>Name of Authorized Representative</p> <p>_____</p> <p>Title of Authorized Representative</p> <p>_____</p> <p>Date</p>	<p>Manchester Community Health Ctr</p> <p>_____</p> <p>Name of the Contractor</p> <p>_____</p> <p>Signature of Authorized Representative</p> <p>_____</p> <p>Name of Authorized Representative</p> <p>_____</p> <p>Title of Authorized Representative</p> <p>_____</p> <p>Date</p>
--	--



**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.

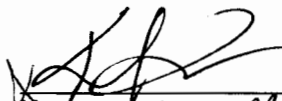
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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:

2/3/15  
Date

  
Name: Kris McCracken  
Title: President/CEO

Contractor Initials KM  
Date 2/3/15



**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: 078391918

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: _____

DECLARATION

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Board of Health of the City of New York.



# CERTIFICATE OF VOTE

I, Gerri Provost, Secretary of the Board of Directors, do hereby certify that:

1. I am a duly elected Officer of Manchester Community Health Center.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on February 3<sup>rd</sup>, 2015:

**RESOLVED:** That the President/CEO 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 3rd day of February, 2015.

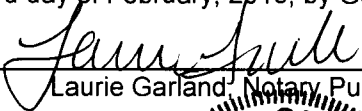
4. Kris McCracken is the duly elected President/CEO of the Agency.

  
\_\_\_\_\_  
Signature of the Secretary of the Board

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 3rd day of February, 2015, by Gerri Provost.

  
\_\_\_\_\_  
Laurie Garland, Notary Public

(NOTARY SEAL)

Commission Expires: 2/12/19







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/2/2015

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

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

PRODUCER License # AGR8150 <b>Clark Insurance</b> 80 Canal St Manchester, NH 03101	CONTACT NAME: <b>Lorraine Michals</b> PHONE (A/C, No, Ext): <b>(603) 622-2855</b> E-MAIL ADDRESS: <b>info@clarkinsurance.com</b>	FAX (A/C, No): <b>(603) 622-2854</b>
	INSURER(S) AFFORDING COVERAGE INSURER A : <b>Acadia</b> INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED  <b>Manchester Community Health Center</b> 141 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 SUBR INSD, WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		CPA5181886-10	11/01/2014	11/01/2015	EACH OCCURRENCE \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>2,000,000</b> GENERAL AGGREGATE \$ <b>4,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b> EPL \$ <b>100,000</b>
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS HIRED AUTOS <input type="checkbox"/>		CAA5181888-10	11/01/2014	11/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>0</b>		CUA5181889-10	11/01/2014	11/01/2015	EACH OCCURRENCE \$ <b>3,000,000</b> AGGREGATE \$ <b>3,000,000</b> \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / N/A	WCA5181890-10	11/01/2014	11/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>500,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>500,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire 129 Pleasant Street - Brown Building Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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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

MANCHESTER COMMUNITY HEALTH CENTER  
AUDITED FINANCIAL STATEMENTS  
JUNE 30, 2014 AND 2013

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**BRAD BORBIDGE, P.A.**  
CERTIFIED PUBLIC ACCOUNTANTS  
197 LOUDON ROAD, SUITE 350  
CONCORD, NEW HAMPSHIRE 03301  

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TELEPHONE 603/224-0849  
FAX 603/224-2397

Independent Auditors' Report on Financial Statements

Board of Directors  
Manchester Community Health Center  
Manchester, New Hampshire

We have audited the accompanying financial statements of Manchester Community Health Center, which comprise the balance sheets as of June 30, 2014 and 2013, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

*Management's Responsibility for the Financial Statements*

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

*Auditors' Responsibility*

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

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

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

### *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, 2014 and 2013, and the results of its operations 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 is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Health Centers, 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 schedule of expenditures of federal awards 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 7, 2014, on our consideration of the Association's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and important for assessing the results of our audit.

A handwritten signature in black ink, appearing to read "A. D. Kelly".

Concord, New Hampshire  
October 7, 2014

MANCHESTER COMMUNITY HEALTH CENTER

BALANCE SHEETS

JUNE 30, 2014 AND 2013

ASSETS

	2014	2013
Current Assets:		
Cash and cash equivalents	\$ 616,493	\$ 797,377
Patient accounts receivable, net of allowance for uncollectible accounts of \$375,000 and \$360,000 at June 30, 2014 and 2013, respectively	871,492	529,437
Other receivables	341,980	339,015
Prepaid expenses	82,656	52,833
Total Current Assets	1,912,621	1,718,662
Assets Limited As To Use	101,136	211,197
Property and Equipment, Net	2,893,406	2,847,044
TOTAL ASSETS	<u>\$ 4,907,163</u>	<u>\$ 4,776,903</u>

LIABILITIES AND NET ASSETS

Current Liabilities:		
Accounts payable and accrued expenses	\$ 199,943	\$ 137,922
Accrued payroll and related expenses	455,296	276,074
Advances from third party payers	-	319,224
Current maturities of long-term debt	36,800	21,300
Total Current Liabilities	692,039	754,520
Long-term Debt, Less Current Maturities	1,326,917	1,372,197
Total Liabilities	<u>2,018,956</u>	<u>2,126,717</u>
Net Assets:		
Unrestricted	2,640,470	2,331,752
Temporarily restricted	247,737	318,434
Total Net Assets	<u>2,888,207</u>	<u>2,650,186</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 4,907,163</u>	<u>\$ 4,776,903</u>

(See accompanying notes to these financial statements)



MANCHESTER COMMUNITY HEALTH CENTER  
STATEMENTS OF OPERATIONS  
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

	<u>2014</u>	<u>2013</u>
Operating Revenue:		
Patient service revenue	\$ 4,767,269	\$ 3,855,463
Provision for bad debts	<u>(205,317)</u>	<u>(173,402)</u>
Net patient service revenue	4,561,952	3,682,061
Grants and contracts	2,928,941	2,375,428
Other operating revenue	261,743	218,772
Net assets released from restrictions for operations	<u>290,215</u>	<u>199,668</u>
Total Operating Revenue	<u>8,042,851</u>	<u>6,475,929</u>
Operating Expenses:		
Salaries and benefits	5,253,638	4,151,361
Other operating expenses	2,280,111	1,759,278
Depreciation	177,006	180,844
Interest expense	<u>36,545</u>	<u>69,366</u>
Total Operating Expenses	<u>7,747,300</u>	<u>6,160,849</u>
OPERATING INCOME	<u>295,551</u>	<u>315,080</u>
Other Revenue and Gains:		
Investment income	1	9,740
Contributions	<u>9,079</u>	<u>32,820</u>
Total Other Revenue and Gains	<u>9,080</u>	<u>42,560</u>
EXCESS OF REVENUE OVER EXPENSES	304,631	357,640
Change in Unrealized Gain on Financial Instrument	<u>4,087</u>	<u>44,085</u>
INCREASE IN UNRESTRICTED NET ASSETS	<u>\$ 308,718</u>	<u>\$ 401,725</u>

(See accompanying notes to these financial statements)

MANCHESTER COMMUNITY HEALTH CENTER  
STATEMENTS OF CHANGES IN NET ASSETS  
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

	2014	2013
Unrestricted Net Assets:		
Excess (deficit) of revenue over expenses	\$ 304,631	\$ 357,640
Change in unrealized gain on financial instrument	4,087	44,085
Increase in Unrestricted Net Assets	308,718	401,725
Temporarily Restricted Net Assets:		
Contributions	219,518	175,248
Net assets released from restrictions for operations	(290,215)	(199,668)
Decrease in Temporarily Restricted Net Assets	(70,697)	(24,420)
Change in Net Assets	238,021	377,305
Net Assets, Beginning of Year	2,650,186	2,272,881
NET ASSETS, END OF YEAR	\$ 2,888,207	\$ 2,650,186

(See accompanying notes to these financial statements)

MANCHESTER COMMUNITY HEALTH CENTER  
STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

	2014	2013
Cash Flows From Operating Activities:		
Change in net assets	\$ 238,021	\$ 377,305
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities:		
Provision for bad debts	205,317	173,402
Depreciation	177,006	180,844
Change in unrealized gain on financial instrument	(4,087)	(44,085)
Restricted contributions	(219,518)	(175,248)
(Increase) decrease in the following assets:		
Patient accounts receivable	(547,372)	(459,188)
Other receivables	(2,965)	(234,906)
Pledges receivable	-	1,138
Due from third party payers	-	132,000
Prepaid expenses	(29,823)	18,640
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	62,021	41,750
Accrued payroll and related expenses	179,222	14,263
Advances from third party payers	(319,224)	319,224
Net Cash (Used) Provided by Operating Activities	(261,402)	345,139
Cash Flows From Investing Activities:		
Decrease in board designated reserves	100,000	-
Capital expenditures	(223,368)	(183,524)
Net Cash Used by Investing Activities	(123,368)	(183,524)
Cash Flows From Financing Activities:		
Restricted contributions	219,518	175,248
Decrease in donor restricted assets	10,061	(49,352)
Payments on long-term debt	(25,693)	(22,340)
Net Cash Provided by Financing Activities	203,886	103,556

MANCHESTER COMMUNITY HEALTH CENTER  
STATEMENTS OF CASH FLOWS (CONTINUED)  
FOR THE YEARS ENDED JUNE 30, 2014 AND 2013

	2014	2013
Net (Decrease) Increase in Cash and Cash Equivalents	(180,884)	265,171
Cash and Cash Equivalents, Beginning of Year	797,377	532,206
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<b>\$ 616,493</b>	<b>\$ 797,377</b>
 Supplemental Disclosures of Cash Flow Information:		
Cash paid for interest	\$ 36,545	\$ 69,366

(See accompanying notes to these financial statements)

MANCHESTER COMMUNITY HEALTH CENTER

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2014 AND 2013

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Manchester Community Health Center, "the Health Center," is a non-stock, not-for-profit corporation organized in New Hampshire. The Health Center is a Federally Qualified Health Center (FQHC) providing high-quality, comprehensive family oriented primary health-care services, which meet the needs of a diverse community regardless of age, ethnicity or income.

Income Taxes

The Health Center is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Health 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 Health Center's tax positions and concluded that the Health Center has no unrelated business income or uncertain tax positions that require adjustment to the financial statements. Management believes the Health Center is no longer subject to income tax examinations for years prior to 2011.

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

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use. Short-term highly liquid investments with an original maturity of more than three months are classified as temporary investments.

## NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### Accounts Receivable

Accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectability of accounts receivable, the Health Center uses a set percentage. Management evaluates the percentage of collections using a rolling twelve month average on a monthly basis. The Health Center has not changed its methodology for estimating the allowance for doubtful accounts.

A reconciliation of the allowance for uncollectible accounts at June 30, 2014 and 2013 follows:

	<u>2014</u>	<u>2013</u>
Balance, beginning of year	\$ 360,000	\$ 360,000
Provision for bad debts	205,317	173,402
Write-offs	<u>(190,317)</u>	<u>(173,402)</u>
Balance, end of year	<u>\$ 375,000</u>	<u>\$ 360,000</u>

### Assets Limited as to Use

Assets limited as to use include assets designated by the board of directors and donor restricted grants and contributions.

### 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 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 contributions and grants for capital acquisitions are released from restriction over the life of the related asset acquired in accordance with the reporting of related asset's depreciation expense. Restricted contributions and grants released are reported as unrestricted revenue and support.

## NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### Temporarily and Permanently Restricted Net Assets (Continued)

Permanently restricted net assets are restricted by donors to be maintained by the Health Center in perpetuity. The Health Center has no permanently restricted net assets at June 30, 2014 and 2013.

### Donor-Restricted Gifts

Unconditional promises to give cash and other assets to the Health Center are reported at fair market value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported as 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 as unrestricted net assets released from restriction. Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying financial statements.

### Patient Service Revenue

The Organization has agreements with third-party payers that provide for payments to the Organization at amounts different from its established rates. A summary of the payment arrangements with major third-party payers follows:

- Medicare – Primary care services rendered to Medicare program beneficiaries are reimbursed under cost reimbursement methodology. The Health Center is reimbursed at a tentative encounter rate with final settlement determined after submission of annual cost reports by the Health Center and audits thereof by the Medicare administrative contractor. The Health Center's Medicare cost reports have been retroactively settled by the Medicare administrative contractor through June 30, 2012.
- Other payers -- The Health Center 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 Health Center under these agreements includes prospectively determined rates per visit, and discounts from established charges.

## NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

### Patient Service Revenue (Continued)

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 Health 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 net patient service revenues in the year that such amounts become known. The differences between amounts previously estimated and amounts subsequently determined to be recoverable from third-party payers increased patient service revenues by approximately \$4,848 and \$41,423 for the years ended June 30, 2014 and 2013, respectively.

The Health Center, as a 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 Health Center contracts with local pharmacies under this program. The local pharmacies dispense drugs to eligible patients of the Health Center and bill Medicare and commercial insurances on behalf of the Health Center. Reimbursement received by the pharmacies is remitted to the Health Center, 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.

### Excess of Revenue Over Expenses

The statement of operations includes 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 unrealized gains and losses on investments other than trading securities, 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).



## NOTE 2 ASSETS LIMITED AS TO USE

Assets limited as to use is composed of cash and cash equivalents and consisted of the following at June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Board designated:		
Working capital (Federal 330 monies)	\$ -	\$ 150,000
Future capital	50,000	-
Donor restricted:		
Temporarily	<u>51,136</u>	<u>61,197</u>
 Total	 <u>\$ 101,136</u>	 <u>\$ 211,197</u>

Cash and cash equivalents included in assets limited as to use are not considered cash and cash equivalents for cash flow purposes.

## NOTE 3 PROPERTY AND EQUIPMENT

The cost and accumulated depreciation of property and equipment at June 30, 2014 and 2013 follows:

	<u>2014</u>	<u>2013</u>
Land	\$ 81,000	\$ 81,000
Building and leasehold improvements	2,756,571	2,707,810
Medical equipment	205,201	185,668
Furniture and equipment	<u>1,016,001</u>	<u>860,928</u>
 Total cost	 4,058,773	 3,835,406
Less accumulated depreciation	<u>1,165,367</u>	<u>988,362</u>
 Property and Equipment, Net	 <u>\$ 2,893,406</u>	 <u>\$ 2,847,044</u>

## NOTE 4 LINE OF CREDIT

The Health Center has a \$300,000 line of credit demand note with a local banking institution, which renews annually in December. The line of credit is secured by all assets and a second mortgage on the Health Center's real property. The interest rate on the line is set at the British Bankers' Association LIBOR plus 4% (4.154% at June 30, 2014). There was no outstanding balance at June 30, 2014 and 2013, respectively.

NOTE 5 NOTES PAYABLE

Long-term debt consisted of the following at June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Note payable, with a bank (see terms below)	\$ 1,363,717	\$ 1,393,497
Less current maturities	<u>36,800</u>	<u>21,300</u>
Total Long-term Debt	<u>\$ 1,326,917</u>	<u>\$ 1,372,197</u>

On July 22, 2008, the Health Center obtained a \$1,500,000 promissory note with RBS Citizens, N. A. for the purchase of the medical and office facility in Manchester, New Hampshire. The note is secured by the real estate. The note was a five-year balloon note due July 22, 2014 to be paid at the amortization rate of 30 years. The Health Center refinanced the note on December 6, 2013. The refinanced note is a five-year balloon note due 12/1/2018 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 Health Center's achievement of two operating performance milestones (3.2542% at June 30, 2014).

New Hampshire Health and Educational Facilities Authority (NH HEFA) is participating in the lending for thirty percent of the refinanced promissory note, amounting to \$414,534. Under the NH HEFA program, the interest rate on that portion is approximately 30% of the interest rate charged by RBS Citizens, N. A.

The Health Center is required to meet an annual minimum working capital and debt service coverage ratio as defined in the loan agreement with RBS Citizens, N. A. In the event of default, RBS Citizens, N. A. has the option to terminate the agreement and immediately request payment of the outstanding debt without notice of any kind to the Health Center. The covenants were met at June 30, 2014.

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

Year Ending <u>June 30,</u>	<u>Long-Term Debt</u>
2015	\$ 36,800
2016	37,382
2017	38,652
2018	39,965
2019	<u>1,210,918</u>
Total	<u>\$ 1,363,717</u>

## NOTE 6 TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets consisted of the following at June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
United Way-Last Resort Manchester Community Medical Fund	\$ 1,005	\$ 2,207
Merger costs	14,045	-
Behavioral health	583	-
Center for Excellence for Culturally Effective Care	31,274	-
Medicare FQHC ACPD Demonstration Project	4,230	3,990
New access point	-	55,000
Capital improvements (expended)	<u>196,600</u>	<u>257,236</u>
Total	<u>\$ 247,737</u>	<u>\$ 318,433</u>

## NOTE 7 PATIENT SERVICE REVENUE

A summary of patient service revenue for the years ended June 30, 2014 and 2013 follows:

	<u>2014</u>	<u>2013</u>
Medicare	\$ 479,894	\$ 419,236
Medicaid	3,170,576	2,569,299
Patient and patient health insurance	<u>1,003,522</u>	<u>866,928</u>
Medical patient service revenue	4,653,992	3,855,463
340B pharmacy revenue	<u>113,277</u>	<u>-</u>
Total Patient Service Revenue	<u>\$ 4,767,269</u>	<u>\$ 3,855,463</u>

The Health 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 Health Center does not pursue collection of amounts determined to qualify as charity care, the revenue is recorded net of the free care allowance. The Health Center 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 Health Center's charity care policy amounted to \$1,721,704 and \$1,459,027 for the years ended June 30, 2014 and 2013, respectively.

The Health Center 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.

## NOTE 8 FUNCTIONAL EXPENSES

The Health Center provides various services to residents within its geographic location. Expenses related to providing these services for the years ended June 30, 2014 and 2013 follows:

	<u>2014</u>	<u>2013</u>
Program services	\$ 6,644,962	\$ 5,198,285
Administrative and general	<u>1,102,338</u>	<u>962,564</u>
Total	<u>\$ 7,747,300</u>	<u>\$ 6,160,849</u>

## NOTE 9 RETIREMENT PLAN

The Health Center sponsors a defined contribution plan under Section 403(b) of the Internal Revenue Code. Contributions to the plan amounted to \$124,789 and \$107,301 for the years ended June 30, 2014 and 2013, respectively.

## NOTE 10 COMMITMENTS

Leases that do not meet the criteria for capitalization are classified as operating leases with related rentals charged to operations as incurred.

The following is a schedule by year of future minimum lease payments under operating leases for the Health Center at the year ended June 30, 2014, that have initial or remaining lease terms in excess of one year.

<u>Year Ending</u> <u>June 30,</u>	<u>Minimum</u> <u>Lease</u> <u>Payments</u>
2015	\$ 127,321
2016	111,812
2017	74,299
2018	70,604
2019	72,016
Thereafter	<u>362,094</u>
Total	<u>\$ 818,146</u>

Rental expense amounted to \$99,880 and \$41,591 for the years ended June 30, 2014 and 2013, respectively.

#### NOTE 11 MALPRACTICE INSURANCE

The Health Center is protected from medical malpractice risk as a FQHC under the Federal Tort Claims Act (FTCA). The Health Center 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, 2014, there were no known malpractice claims outstanding which in the opinion of management, will be settled for amounts in excess of both FTCA and gap insurance coverage nor are there any unasserted claims or incidents which require loss accrual. The Health Center intends to renew the additional medical malpractice insurance coverage on a claims-made basis and anticipates that such coverage will be available.

#### NOTE 12 CONCENTRATION OF RISK

The Health Center has cash deposits in major financial institutions in excess of \$250,000, which exceeds 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 Health Center grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. At June 30, 2014, Medicaid and Medicare represented 53% and 11% of gross accounts receivable, respectively. No other individual payer source exceeded 10% of the gross accounts receivable balance.

#### NOTE 13 PRIOR YEAR COMPARATIVE AMOUNTS

Certain prior year comparative amounts have been reclassified to be consistent with current year presentations. Certain other prior year amounts have been reclassified for the correction of an error. The impact of the reclassification was to reduce the excess of revenue over expenses and net assets by \$45,198.

#### NOTE 14 SUBSEQUENT EVENTS

On May 20, 2014 the Health Center entered into an asset transfer agreement with Child Health Services, "CHS", a New Hampshire not-for-profit corporation, in which the Health Center would acquire substantially all of CHS's assets and liabilities, excluding CHS's endowment funds. It is anticipated the acquisition will be completed during fiscal year 2015.

For financial reporting purposes, subsequent events have been evaluated by management through October 7, 2014, which is the date the financial statements were available to be issued.

MANCHESTER COMMUNITY HEALTH CENTER  
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
 FOR THE YEAR ENDED JUNE 30, 2014

Federal Grantor Pass-through Grantor Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures
U.S. Department of Health and Human Services			
Direct Programs			
Health Center Cluster	93.224		\$ 1,666,348
Pass-through programs from:			
State of New Hampshire Department of Health and Human Services			
Project LAUNCH	93.243	157274-B001/90002996	355,628
Primary Care	93.994	102-500731/90080000	23,900
Breast and Cervical Cancer Prevention	93.283	102-500731/90080081	47,036
Bi-State Primary Care Association			
Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Exchanges	93.750		<u>24,843</u>
Total U.S. Department of Health and Human Services			2,117,755
U.S. Department of Housing and Urban Development			
Pass-through programs from:			
City of Manchester, NH			
Community Development Block Grant	14.218	213613-H	<u>12,250</u>
Total Expenditures of Federal Awards			<u>\$ 2,130,005</u>

The accompanying notes are an integral part of this schedule.

MANCHESTER COMMUNITY HEALTH CENTER  
 NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
 FOR THE YEAR ENDED JUNE 30, 2014

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards, "the Schedule", includes the federal grant activity of Manchester Community Health Center, "the Health Center", under programs of the federal government for the year ended June 30, 2014. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Because the schedule presents only a selected portion of the operations of the Health Center, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Health Center.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING PRINCIPLES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-122, *Cost Principles for Non-Profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule, if any, 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.

NOTE 3 SUBRECIPIENTS

Of the federal expenditures presented in the schedule, the Health Center provided federal awards to subrecipients as follows:

<u>Program Title</u>	<u>CFDA Number</u>	<u>Amount Provided to Subrecipients</u>
Project LAUNCH	93.243	\$ 113,915

**BRAD BORBIDGE, P.A.**

CERTIFIED PUBLIC ACCOUNTANTS  
197 LOUDON ROAD, SUITE 350  
CONCORD, NEW HAMPSHIRE 03301

TELEPHONE 603/224-0849  
FAX 603/224-2397

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

Board of Directors  
Manchester Community Health Center  
Manchester, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Manchester Community Health Center, which comprise the balance sheets as of June 30, 2014, 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 7, 2014.

*Internal Control Over Financial Reporting*

In planning and performing our audit of the financial statements, we considered the Health 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 Health Center's internal control. Accordingly, we do not express an opinion on the effectiveness of the Health Center's internal control.

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



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

*Compliance and Other Matters*

As part of obtaining reasonable assurance about whether the Health 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*.

*Purpose of this Report*

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink, appearing to read "A. O. O'Neil", is located in the lower right quadrant of the page.

Concord, New Hampshire  
October 7, 2014

**BRAD BORBIDGE, P.A.**

CERTIFIED PUBLIC ACCOUNTANTS

197 LOUDON ROAD, SUITE 350

CONCORD, NEW HAMPSHIRE 03301

TELEPHONE 603/224-0849

FAX 603/224-2397

Independent Auditors' Report on Compliance for Each Major Federal  
Program and Report on Internal Control Over Compliance

Board of Directors  
Manchester Community Health Center  
Manchester, New Hampshire

*Report on Compliance for Each Major Federal Program*

We have audited Manchester Community Health Center's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the Health Center's major federal programs for the year ended June 30, 2014. The Health Center's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

*Management's Responsibility*

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

*Auditors' Responsibility*

Our responsibility is to express an opinion on compliance for each of the Health 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 OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Health 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 Health Center's compliance.

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

In our opinion, the Health Center complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2014.

#### *Report on Internal Control Over Compliance*

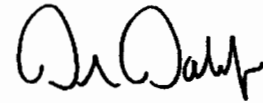
Management is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Health Center's internal control over compliance with the types of requirements 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 OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Health 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. 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.

*Purpose of this Report*

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink, appearing to read "A. Duff".

Concord, New Hampshire  
October 7, 2014

MANCHESTER COMMUNITY HEALTH CENTER  
 SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
 FOR THE YEAR ENDED JUNE 30, 2014

Section I - Summary of Auditor's Results

A. Financial Statements

- |  |               |
|--|---------------|
| 1. Type of auditor's report issued                       | Unmodified    |
| 2. Internal control over financial reporting:            |               |
| • Material weakness(es) identified?                      | No            |
| • Significant deficiencies identified?                   | None Reported |
| 3. Noncompliance material to financial statements noted? | No            |

B. Federal Awards

- |   |               |
|---|---------------|
| 1. Internal control over major programs:  |               |
| • Material weakness(es) identified?   | No            |
| • Significant deficiencies identified?  | None Reported |
| 2. Type of auditor's report issued on compliance for major programs   | Unmodified    |
| 3. Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of OMB Circular A-133? | No            |

C. Major Programs

Health Center Cluster	93.224
Project LAUNCH	93.243

D. Dollar threshold used to distinguish between Type A and Type B programs	\$300,000
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E. Auditee qualified as low-risk auditee?	Yes
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MANCHESTER COMMUNITY HEALTH CENTER  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014

Section II - Findings and Questioned Costs

A. Financial Statements

There were no financial statement findings for the year ended June 30, 2014.

B. Federal Awards

There were no Federal awards findings for the year ended June 30, 2014.

Section III - Prior Findings and Questioned Costs for the Year Ended June 30, 2013

A. Financial Statements

2013-1 Accounts Receivable and Revenue Recognition

*Condition:*

Accounts receivable and revenue were not recorded in the appropriate accounting period.

*Recommendations:*

We recommend management evaluate the differences between date of entry and date of service and potential reporting and posting challenges presented by either method. Once evaluated, we recommend management develop internal control procedures to ensure charges and related adjustments are reported in the appropriate period.

*Current Status:*

Management evaluated the differences between the two reporting mechanisms and adopted the report that best ensured revenue was posted to the appropriate period and developed internal control procedures to also ensure charges and any related adjustments are reported in the appropriate period.

MANCHESTER COMMUNITY HEALTH CENTER  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2014

Section III - Prior Findings and Questioned Costs for the Year Ended June 30, 2013  
(Continued)

B. Federal Awards

2013-1 Accounts Receivable and Revenue Recognition

Same as financial statement findings reported above.



## MCHC Board of Directors as of 2/2/15

<b>KATHLEEN DAVIDSON</b>	Atty	Director	November, 2017
<b>BARBARA LABONTE</b>	CFO	Treasurer	June, 2017
<b>DOMINIQUE A. RUST</b>	COO	President	April, 2016
<b>DAVID CUZZI</b>	Owner	Vice President	February, 2015
<b>GERMANO MARTINS</b>	Community Liaison	Director	February, 2016
<b>TONI PAPPAS</b>	Business Director	Director	February, 2016
<b>GERRI PROVOST</b>	MCR Billing Specialist	Secretary	Term ends 11/4/17
<b>ANDRU VOLINSKY</b>	Atty	Director	July, 2016
<b>MUKHTAR IDHOW</b>	Director	Director	April, 2016
<b>MYRA NIXON</b>	Director of HR	Director	Term ends 9/17
<b>DON WALEGA</b>	Retired	Director	January, 2018
<b>IDOWU EDOKPOLO</b>	Residential Counselor	Director	November, 2016
<b>TULASI POKHREL</b>	Teacher	Director	November, 2016
<b>KENDRA ORTIZ</b>	Nursing Student	Director	November, 2017



MANCHESTER COMMUNITY HEALTH CENTER  
JOB DESCRIPTION

***(CHW) Community Health Worker/Well Care Facilitator***

**JOB SUMMARY:**

CHW's (Community Health Workers) called Well Care Facilitators will work at the various locations of care for MCHC and CHS with patients in need of preventive services. The Well Care Facilitators will work closely with medical providers, primary care teams, and other agencies to improve patient care and outcomes. The focus of the Well Care Facilitator role will be to assist patients 1) establishing regular wellness visits, 2) completion of the Mental Health Screening tool (via paper or technology), 3) documentation of results in the EMR, and 4) facilitating follow up.

**JOB RELATIONSHIPS:**

1. Responsible to the Director of Social Services.
2. Other relationships: Works closely with Primary Care Providers, Behavioral Health and Social Services providers, and other Clinical Team members.

**RESPONSIBILITIES & AUTHORITIES:**

- Assure patients are getting booked in a timely fashion according to the recommended guidelines for well-visits (physical exams) with their primary care provider. Book interpreter if required to start 20 min before the provider visit.
- Convey the purposes and services of well-visits to the user population and ask patients to come 20 min early to complete Mental Health Survey tool
- Assist patients in waiting room that may have questions about answering screening tools, and collect surveys when completed. If patient needs interpreter to assist, contact interpreter.
- When patients arrive for well-visits, administer Mental Health Survey tool which includes SBIRT Screening, PHQ-2, GAD-2, and SAD
- Score Survey and give patients any follow up screening tools required (PHQ-9, GAD-7, SAD-PERSONS)
- Start visit and enter results in the EMR for provider. Notify MA the patient is ready.
- Contact the BHC via flag or phone call to notify them of positive screens so they are prepared to meet with the patient.
- Work collaboratively and effectively within a team
- Facilitate communication and coordinate services between providers
- Effectively work with people (staff, patients, providers, agencies, etc) from diverse backgrounds in reducing cultural and socio-economic barriers between patients and institutions
- Build and maintain positive working relationships with the patients, providers, nurse case managers, agency representatives, supervisors and office staff
- Identify and apply appropriate role definition and skilled boundaries
- Other duties as assigned

**KNOWLEDGE/SKILLS/ABILITIES:**

In addition, individual must possess these knowledge and these skills and abilities or be able to explain and demonstrate that the individual can perform the primary functions of the job with or without reasonable accommodation using some other combination of skills and abilities and to possess the necessary physical requirements with or without the aid of mechanical devices to safely perform the primary functions of the job.

1. Physical requirements include ability to extend hand(s) and arm(s) in any direction; pick, pinch, type or otherwise work primarily with fingers; stand for sustained periods of time and move about on foot to accomplish tasks, raise objects from a lower to a higher position or move objects horizontally from position to position; apply pressure to an object with fingertips; sustain substantial movement of wrists, hands and/or fingertips.
2. Ability to express or exchange ideas by means of the spoken word.

3. Ability to receive detailed information through oral communication and make fine discrimination in sound.
4. Ability to interact effectively with people of varied educational, socioeconomic and ethnic backgrounds, skill levels and value systems; to work with frequent interruptions and to respond appropriately to unexpected situations. Excellent listening skills.
5. Ability to exert up to twenty (20) pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, punch, pull, or otherwise move objects. Primary functions involve sitting, as well as stooping, kneeling, crouching, and reaching; walking, particularly for long distances, and standing for sustained periods of time.
6. Visual acuity sufficient for work which deals largely with visual inspection involving small anatomical or physiological details as well as the whole patient, preparing and analyzing data and figures, accounting, computer terminal operation, extensive reading, and visual inspection involving small parts/defects.
7. Excellent written, verbal communication and social skills.
8. Ability to endure periods of heavy workload or excessive stress.
9. Ability to wear equipment such as safety glasses, gowns, etc.
10. Knowledge of data base and spreadsheet software systems. Computer skills preferred and basic financial skills, as well as analytical skills for trend and situational analysis desired.
11. Ability to transport self to meetings, event and affiliated vendors.
12. Not substantially exposed to adverse environmental conditions.
13. Based on the mental requirements of the position, please check below the ADA statement that best fits the position. Choose ONLY ONE from below:
  - Requires the ability to understand and follow simple instructions and to use simple equipment involving few decisions.
  - Requires the ability to perform repetitive or routine duties working from detailed instructions and understand procedures. Requires the making of minor decisions.
  - Requires the ability to plan and perform diversified duties requiring an extensive knowledge of a particular field and the use of a wide range of procedures. Involves the exercise of judgment in the analysis of facts and conditions regarding individual problems or transactions to determine what actions should be taken within the limits of standard practice.
  - Requires the ability to plan and perform a wide variety of duties requiring general knowledge of policies and procedures. Requires considerable judgment to work independently toward general results, devising methods, modifying or adapting standard procedures to meet different conditions, making decisions based on precedent and policy.
  - Requires the ability to plan and perform difficult work where only general methods are available. Involves highly technical or involved projects, presenting new or constantly changing problems. Requires outstanding judgment and initiative in dealing with complex factors not easily evaluated, also making decisions for which there is little precedent.
  - Requires the ability to plan and perform complex work that involves new or constantly changing problems where there is little accepted method or procedure. Involves participation in the formulation and carrying out of policies, objectives and programs for major divisions or functions. Considerable ingenuity and exceptional judgment required to deal with factors not easily evaluated, interpret results and make decisions carrying a great deal of responsibility. Direct and coordinate the work of subordinate supervision in order to attain objectives.

REVIEWED AND REVISED: 11/14

**QUALIFICATIONS:**

**Education/Training:**

- High School Diploma or GED
  - Any combination of 3 years health/social services experience and/or education
  - Verifiable good driving record and reliable transportation
  - Background check
  - *Bilingual/bicultural in target language*

**SALARY RANGE:** Non-exempt position

This is a CATEGORY 1 job (with regard to OSHA):

Reasonably anticipated exposure to blood and body fluids in completing this job.

Educated regarding "Enforcement Policy & Procedures for Occupational Exposure to Tuberculosis", including use of NIOSH approved high efficiency particulate air (HEPA) respirators.

MANCHESTER COMMUNITY HEALTH CENTER

JOB DESCRIPTION

*(CHW) Community Health Worker/Well Care Coordinator*

**JOB SUMMARY:**

CHW's (Community Health Workers) called Well Care Facilitators will work at the various locations of care for MCHC and CHS with patients in need of preventive services. The Well Care Coordinator will perform all of the functions of the Well Care Facilitators at one of the locations of care, floating as needed based on volume or coverage of sick/vacation time. He/She will work closely with medical providers, primary care teams, and other agencies to improve patient care and outcomes. The focus of the Well Care Facilitator role will be to assist patients 1) establishing regular wellness visits, 2) completion of the Mental Health Screening tool (via paper or technology), 3) documentation of results in the EMR, and 4) facilitating follow up. The focus of the Well Care Coordinator is to also summarize key metrics for submission to DHHS based on the grant supporting the program, and to provide follow up to all patients referred for treatment to assure successful referrals.

**JOB RELATIONSHIPS:**

1. Responsible to the Director of Social Services.
2. Other relationships: Works closely with Primary Care Providers, Behavioral Health and Social Services providers, and other Clinical Team members.

**RESPONSIBILITIES & AUTHORITIES:**

**Well Care Facilitator Duties:**

- Provide coverage at a location of care as need is determined based on volume or sick/vacation coverage
- Assure patients are getting booked in a timely fashion according to the recommended guidelines for well-visits (physical exams) with their primary care provider. Book interpreter if required to start 20 min before the provider visit.
- Convey the purposes and services of well-visits to the user population and ask patients to come 20 min early to complete Mental Health Survey tool
- Assist patients in waiting room that may have questions about answering screening tools, and collect surveys when completed. If patient needs interpreter to assist, contact interpreter.
- When patients arrive for well-visits, administer Mental Health Survey tool which includes SBIRT Screening, PHQ-2, GAD-2, and SAD
- Score Survey and give patients any follow up screening tools required (PHQ-9, GAD-7, SAD-PERSONS)
- Start visit and enter results in the EMR for provider. Notify MA the patient is ready.
- Contact the BHC via flag or phone call to notify them of positive screens so they are prepared to meet with the patient.
- Work collaboratively and effectively within a team
- Facilitate communication and coordinate services between providers
- Effectively work with people (staff, patients, providers, agencies, etc) from diverse backgrounds in reducing cultural and socio-economic barriers between patients and institutions
- Build and maintain positive working relationships with the patients, providers, nurse case managers, agency representatives, supervisors and office staff
- Identify and apply appropriate role definition and skilled boundaries
- Other duties as assigned

**Well Care Coordinator Duties:**

- Manage the SBIRT Desktop in the EMR where providers or BHC's will send referrals for positive SBIRT screens to assure appropriate follow up by patient.
- Provide outreach to patients who have not successfully connected with the referral provider
- Complete tracking of critical data required for SBIRT grant with DHHS. Submit monthly to supervisor.

**KNOWLEDGE/SKILLS/ABILITIES:**

In addition, individual must possess these knowledge and these skills and abilities or be able to explain and demonstrate that the individual can perform the primary functions of the job with or without reasonable accommodation using some other

combination of skills and abilities and to possess the necessary physical requirements with or without the aid of mechanical devices to safely perform the primary functions of the job.

1. Physical requirements include ability to extend hand(s) and arm(s) in any direction; pick, pinch, type or otherwise work primarily with fingers; stand for sustained periods of time and move about on foot to accomplish tasks, raise objects from a lower to a higher position or move objects horizontally from position to position; apply pressure to an object with fingertips; sustain substantial movement of wrists, hands and/or fingertips.
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3. Ability to receive detailed information through oral communication and make fine discrimination in sound.
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5. Ability to exert up to twenty (20) pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, punch, pull, or otherwise move objects. Primary functions involve sitting, as well as stooping, kneeling, crouching, and reaching; walking, particularly for long distances, and standing for sustained periods of time.
6. Visual acuity sufficient for work which deals largely with visual inspection involving small anatomical or physiological details as well as the whole patient, preparing and analyzing data and figures, accounting, computer terminal operation, extensive reading, and visual inspection involving small parts/defects.
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  - Requires the ability to plan and perform difficult work where only general methods are available. Involves highly technical or involved projects, presenting new or constantly changing problems. Requires outstanding judgment and initiative in dealing with complex factors not easily evaluated, also making decisions for which there is little precedent.

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REVIEWED AND REVISED: 11/14

**QUALIFICATIONS:**

Education/Training:

- High School Diploma or GED
  - Any combination of 3 years health/social services experience and/or education
  - Verifiable good driving record and reliable transportation
  - Background check
  - *Bilingual/bicultural in target language*

**SALARY RANGE:** Non-exempt position

This is a CATEGORY 1 job (with regard to OSHA):

Reasonably anticipated exposure to blood and body fluids in completing this job.

Educated regarding "Enforcement Policy & Procedures for Occupational Exposure to Tuberculosis", including use of NIOSH approved high efficiency particulate air (HEPA) respirators.

# KEY ADMINISTRATIVE PERSONNEL

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

Agency Name: Manchester Community Health Center

Name of Bureau/Section: BPHCS, Maternal and Child Health - Project LAUNCH

BUDGET PERIOD:		SFY 2015	July 1, 2015 - June 30, 2016	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract	
Kris McCracken, President/CEO	\$150,000	0.00%	\$0.00	
Michele Croteau, CFO	\$114,000	0.00%	\$0.00	
Diane Trowbridge, COO	\$105,000	0.00%	\$0.00	
	\$0	0.00%	\$0.00	
	\$0	0.00%	\$0.00	
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$0.00</b>	

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