



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

BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas  
 Commissioner

Nancy L. Rollins  
 Associate  
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-4488 1-800-852-3345 Ext. 4488  
 Fax: 603-271-4902 TDD Access: 1-800-735-2964

May 28, 2013

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

*70% General Funds  
 30% Federal Funds*

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community-Based Care Services, Bureau of Developmental Services, Special Medical Services Section, to enter into an agreement not to exceed \$42,332.00 with Coos County Family Health Services, Inc., 54 Willow Street, Berlin, New Hampshire 03570, (Vendor Number 155327-B001), to provide a Registered Nurse to act as the Nurse Coordinator for the Berlin Neuromotor Disabilities Clinical Program, effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

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

**05-95-93-930010-5191 DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIV OF DEVELOPMENTAL SVSC, SPECIAL MEDICAL SERVICES**

Appropriation Number	Description	SFY 2014 Amount	SFY 2015 Amount	TOTAL
561-500911	Specialty Clinics	\$21,166.00	\$21,166.00	\$42,332.00

**EXPLANATION**

This request will provide for a Registered Nurse to be the Nurse Coordinator for the Departments' Neuromotor Disabilities Clinical Program, Berlin site. The Nurse Coordinator shall take primary responsibility for coordinating the planning and management of clinic and community-based health care, and shall ensure continuity and follow-ups of children with neuromotor handicaps and their families residing in the area.

Currently, the Neuromotor Disabilities Clinical Program operates clinics in six locations: Berlin, Concord, Derry, Keene, Lebanon and Manchester. It is estimated that between 25-30 children will be served during SFY 2014-2015 through the Berlin Clinic.

*See pg 7*

*54 BWS*

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 28, 2013  
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The goal of the Neuromotor Disabilities Clinical Program is to provide community-based specialty services, which are family-centered and easily accessible. The purpose of this program is to provide management and continuity of specialty health care services for children who have neuromotor conditions including cerebral palsy, congenital anomalies, and other physical and neurological impairments, which require the combined overview of a variety of specialists.

The model of service delivery consolidates clinical evaluation services of children and families in community-based locations for economy of scale and long-term stability of the medical consultation team. Members of the team provide consultation services to the local community for school observations and technical assistance related to the complex needs of children with neuromotor problems. Continuity of care is assured based on ongoing contact with the Nurse Coordinator.

A Request for Proposals that included performance measures was placed on the Department of Health and Human Services website between January 16, 2013 and January 25, 2013. The Request for Proposals sought services statewide. Only one (1) proposal was received for this region.

After a thorough review of the proposals by the evaluation committee, Coos County Family Health Services was selected to provide the service for this region. A Bid Summary showing a comparison of the Coos County Family Health Services, Inc., proposal to all other proposals in this category is attached.

The Division of Community-Based Care Services has been contracting with Coos County Family Health Services, Inc., for 23 years for provision of a Neuromotor Disabilities Clinical Program. The Division is pleased with the performance of Coos County Family Health Services, Inc. under previous agreements.

Should Governor and Executive Council determine not to authorize this request between 25-30 children with neuromotor handicaps and their families in Coos County would not have access to coordinated planning and management of clinic and community-based health care.

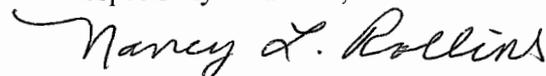
This agreement contains a provision to extend this award for up to two additional years contingent upon satisfactory service, sufficient funding, and the approval of the Governor and Executive Council.

Area served: Coos County

Source of funds: 30% Federal from Title V Block Grant and 70% General funds.

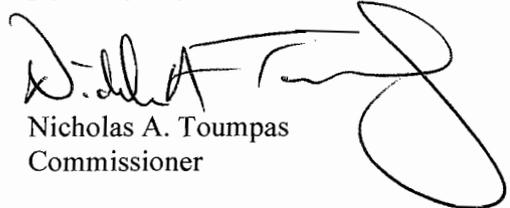
In the event that Federal funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins  
Associate Commissioner

Approved by:



Nicholas A. Toumpas  
Commissioner

**Nurse Coordinators for the Neuromotor Specialty Clinics**

Service Area	Agency Name	Average Bid Score	Contract Award SFY 2014	Contract Award SFY 2015
Coos County Neuromotor Clinic	Coos County Family Health Services, Inc.	84.0	\$21,166	\$21,166
Concord, Manchester, Derry, and Lebanon/Keene Neuromotor Clinics	Child Health Services, Inc.	88.0	\$269,275	\$269,275

**SCORING SUMMARY SHEET**

REQUEST FOR APPLICATIONS

NEUROMOTOR DISABILITIES CLINICAL PROGRAM

Applicant: \*Coos County Family Health Services, Inc.  
Site: Berlin Neuromotor Clinic

	<b>Total Available</b>	<b>Average Score</b>
1. Individual Qualification/Capacity	( 5 points)	<u>3</u>
2. Clinical Experience	(10 points)	<u>9</u>
3. Organizational Experience	(10 points)	<u>10</u>
4. Capacity to Perform Scope of Services	(20 points)	<u>16</u>
5. Letters of Support/Reference/CV	(10 points)	<u>10</u>
6. Service Description	(30 points)	<u>23</u>
7. Budget Plan/Cost for Services Rendered	(10 points)	<u>8</u>
8. Format	( 5 points)	<u>5</u>
<b>TOTAL</b>	<b>(100 points)</b>	<b><u>84</u></b>

Reviewers:

Diane McCann, RN, MS, PNP, Retired State Employee. (Previously had been Clinical Coordinator for Special Medical Services.)

Jane Hybsch, RN BSN MHA, Administrator, Medicaid Care Management Programs, Office of Medicaid Business and Policy. (Former Administrator, Special Medical Services.)

Alicia M. L'Esperance, BS/BA, Program Manager, Partners in Health Program.

\*This was the only proposal received, for the Neuromotor Disabilities Clinical Program, for this service area.

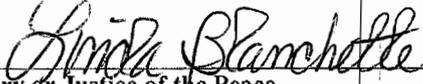
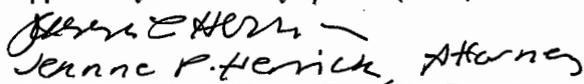
Subject: Nurse Coordinator -- Neuromotor Disabilities Program Specialty Clinic

**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> Special Medical Services Section Bureau of Developmental Services Division of Community Based Care Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> Coos County Family Health Services, Inc.		<b>1.4 Contractor Address</b> 54 Willow Street Berlin, NH 03570	
<b>1.5 Contractor Phone Number</b> 603-752-3669	<b>1.6 Account Number</b> 05-95-93-930010-5191-561-500911	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$42,332.00
<b>1.9 Contracting Officer for State Agency</b> Nancy L. Rollins, Associate Commissioner		<b>1.10 State Agency Telephone Number</b> 603-271-8181	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Adele D. Woods, Executive Director	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Coos</u> On <u>4/29/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<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> Linda Blanchette, Notary Public		LINDA BLANCHETTE, Notary Public My Commission Expires September 17, 2013	
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Nancy L. Rollins, Associate Commissioner	
<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:  Attorney On: <u>12 Jun. 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

*adu*  
4/29/13

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

**CERTIFICATE OF VOTE/AUTHORITY**

I, Betty A. Gosselin, of, Coos County Family Health Services do hereby certify that:

1. I am the duly elected Secretary of Coos County Family Health Services Inc.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Coos County Family Health Services corporation, duly held on February 21, 2013;

RESOLVED: That this corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the President, Vice-President, Treasurer, or Chief Executive Officer is hereby authorized on behalf of this corporation to enter into said contracts with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

Adele D. Woods is the duly appointed Chief Executive Officer of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 29, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 29th day of April, 2013.

Betty A. Gosselin

STATE OF New Hampshire  
COUNTY OF Coos

The foregoing instrument was acknowledged before me this 29th day of April, 2013  
by Betty A. Gosselin.

Linda Blanchette  
Notary Public/Justice of the Peace

My Commission Expires:

**LINDA BLANCHETTE, Notary Public**  
**My Commission Expires September 17, 2013**

## NH Department of Health and Human Services

## STANDARD EXHIBIT A

SCOPE OF SERVICES

DATE: Commencing upon date of Governor and Council approval or July 1, 2013, whichever is later, through June 30, 2015

CONTRACT PERIOD: July 1, 2013 to June 30, 2015

## CONTRACTOR:

NAME: Coos County Family Health Services, Inc.

ADDRESS: 54 Willow Street

Berlin, NH

03570

TELEPHONE: 603-752-3669

FAX: 603-752-3027

EMAIL: awoods@ccfhs.org

EXECUTIVE DIRECTOR: Adele D. Woods, MS, Chief Executive Officer

The Nurse Coordinators for the Neuromotor Disabilities Program Specialty Clinics contracted with the Special Medical Services Section will focus on providing coordinated, culturally-sensitive, family-centered and community-based, comprehensive assessments of children (from birth to 21 years of age) with Neuromotor disabilities.

1. General Provisions:

- A. The Contractor will consult with the Special Medical Services Section regarding planning, resource location and coordination of community-based services.
- B. Program activities include participation in the Neuromotor Team Meetings, and additional activities as assigned by the Administrator or designee, Special Medical Services Section.
- C. In the event of a vacancy in any of the positions, the Contractor shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.

- D. In addition, the Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.
- E. The Contractor will provide documentation of program accomplishments and clinical statistics through the reporting mechanism established by the Special Medical Services Section's administrative staff. Completes an annual report of activities and identified needs in an approved format and timeframe. Also, additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.

2. Required activities of the Nurse Coordinator shall include, but not be limited to, the following:

2.1. The Nurse Coordinator shall function as a member of the Neuromotor Disabilities Program and take primary responsibility for establishing and/or coordinating the plan and management of clinic and community-based health care, and ensuring continuity and follow-ups for children with neuromotor handicaps and their families.

2.1.1. Management consists of assessment, planning, implementation and evaluation of health/medical services delivered.

2.1.2 Neuromotor Disabilities Program to include attendance at assigned Neuromotor Clinics and additional activities as assigned by the Administrator, Special Medical Services Section.

2.1.3 The anticipated annual schedule of clinics is:

Berlin	4 clinics
Lebanon/Keene	12 clinics
Manchester	12 clinics
Derry	24 clinics
Concord	12 clinics

2.2 Coordinates, plans and implements the medical treatment plan for the individual's health care needs by obtaining and incorporating information from clients, families and service agencies; reviews medical reports and writes health and social history summaries and team recommendations for the purpose of initiating individualized care plans; and communicates these recommendations to local care providers, families and service agencies.

2.3 Recommends, develops and monitors clinical policies, procedures and standards for the specialty program to maintain consistent, quality, effective and appropriate services.

2.4 Manages multidisciplinary team clinics in the assigned medical specialty program. This includes scheduling and attending clinics, directing team activities and serving as a liaison between team, community providers and families. This results in the provision of integrated and organized services to children.

- 2.5 Provides information regarding community-based care and school activities to team members to facilitate integrated and organized services to children.
- 2.6 Provides direct, on-site specialty nursing care through assessment, planning, implementation and evaluation of treatment/education plans at clinics and/or home visits as a member of the health care team.
- 2.7 Provides families with information on the application for Special Medical Services.
- 2.8 Provides families with support in identifying and accessing resources for health coverage (e.g., NH Medicaid programs) and for financial assistance with health-related costs.
- 2.9 Consults with hospital-based discharge planning personnel regarding resources, and coordination of community-based consultations, diagnostics and care planning.
- 2.10 Works collaboratively with other disciplines in identifying and meeting the physical, developmental, psychological and emotional habilitation needs of children with neuromotor disabilities.
- 2.11 Demonstrates specialized clinical techniques and education to professional/non-professional caregivers in order to relay specialty knowledge.
- 2.12 Attends and participates in advisory and group meetings to evaluate program needs and develop long-range program goals.
- 2.13 Assesses developmental and health status of children (0-21) using standardized tests/observation techniques.
- 2.14 Teaches and counsels children and families about health condition, and develops patient/client informational materials.
- 2.15 Advocates for the rights and needs of children who are disabled and their families.
- 2.16 Identifies, recommends, coordinates and utilizes available community resources to meet the needs of children and their families, and functions as a liaison among agency, family and team so that health care is accessible to all children.
- 2.17 Plans, teaches and participates in seminars, clinical training programs and conferences for individuals and/or groups of health professionals and the public. This provides an understanding of the clinical condition and its effect on the child and family.
- 2.18 Provides nursing consultation to children who are disabled, their families, other team members and community providers regarding management of health needs, promotion of autonomy, need for referral and continuity of service.

Maintains and updates client records and assures confidentiality of information that services are provided in accordance with policies and procedures of the Special Medical Services Section, NH Department of Health & Human Services.

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- 2.19 Participates with team members to provide educational programs for families/health providers to upgrade their knowledge and skills.
- 2.20 Participates in the planning, development and evaluation of program goals and objectives with the Special Medical Services Section's administrative staff.
- 2.21 Participates with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 2.22 Attends Neuromotor Coordinator Meetings of the Special Medical Services Section when possible.
- 2.23 Documents coordination/care management activities monthly through phone logs, activity reports, client contacts/encounter sheets, and submits these reports monthly to the Special Medical Services Section, and completes an annual report all in a timely fashion for payment.
- 2.24 Reviews applications and makes determinations of medical condition eligibility based on established Special Medical Services Section protocols and professional nursing judgment. Reviews financial eligibility status based on State office guidelines and authorizes expenditures of State funds. This process assures that the appropriated funds go to medically and/or financially disabled children.
- 2.25 Meets with the Special Medical Services Section's administrative staff to jointly plan, evaluate and integrate formal educational program activities with job responsibilities as scheduled.
- 2.26 Completion of an annual report of fiscal year activities and program accomplishments.

**NH Department of Health and Human Services**

**STANDARD EXHIBIT B**

**METHODS AND CONDITIONS PRECEDENT TO PAYMENT**

1. The Contract Price shall not exceed \$42,332.00. Payments shall be made during SFY 2014 and SFY 2015 in accordance with the Budget attachment. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
2. Reimbursements for services provided shall be made by the State on a monthly basis after receipt, review and approval of monthly expenditure reports submitted by the Contractor to the State. These reports, which are based on a budget approved by the State, shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month. In addition to the monthly expenditure reports required and not later than sixty (60) days after the end of the budget period, the Contractor shall submit a final expenditure report in a form satisfactory to the State.
3. The Contractor agrees to use and apply all payments made by the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services. Allowable costs and expenses shall be determined by the State in accordance with applicable State and Federal laws and regulations. The Contractor agrees not to use or apply such payments for capital additions or improvements, dues to societies and organizations, entertainment costs or any other costs not approved by the State. The Contractor must also have written authorization from the State prior to purchasing any equipment with a cost in excess of five hundred dollars (\$500) and/or with a useful life beyond one (1) year.
4. The Contractor agrees that, to the extent future legislative action by the NH General Court may impact on the services described herein, the State retains the right to modify expenditure requirements under this agreement.
5. The Contractor and/or the State may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the Contract Price. Such amendments shall only be made upon written request to and written approval by the State with programmatic justification.
6. In the event of a vacancy in any of the key personnel positions, the Special Medical Services Section is authorized to direct any and all budget revisions deemed necessary and appropriate by the Administrator to assure continuity of services as outlined in Exhibit A, including the cost of advertisement.
7. The Contractor shall be paid only for the total number of hours actually worked at the identified hourly rate as designated in the Budget. The total of all payments made to the Contractor for costs and expenses incurred in the performance of the Services during the period of the contract shall not exceed forty-two thousand three hundred thirty-two dollars (\$42,332.00.00). As directed by the State, funds may be adjusted, if needed and justified, between State fiscal years based upon actual incurred expenses.

Contractor Initials: adw

Date: 4/29/13

## NH Department of Health and Human Services

## STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

**2. Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

**3. Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

**4. Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

**5. Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

**6. Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

**7. Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

**8. Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

**8.1** Renegotiate the rates for payment hereunder, in which event new rates shall be established;

**8.2** Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

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

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

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

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

**10. Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

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

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

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

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

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

**12.2 Final Report:** A final report shall be submitted within 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.

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

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

**14.1** The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, 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.

**15. 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.

**16. 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.

**17. 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:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 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

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

**SPECIAL PROVISIONS – DEFINITIONS**

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

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

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

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

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

**FEDERAL/STATE LAW:** 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.

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-I

ADDITIONAL SPECIAL PROVISIONS

1. Subparagraph 7.2 of the General Provisions of this agreement is hereby amended to read:

"7.2. 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 has a contractual relationship with the State, or who is a State employee or official, elected or appointed, without prior written consent of the State. The Contracting Officer specified in Block 1.9 or his/her successor shall determine whether a conflict of interest exists."

2. Subparagraph 9.3. of the General Provisions of this agreement is deleted and the following paragraph added:

"9.3. The State, and anyone it shall designate, and the Contractor shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, all data, provided such data, when published, disclosed, distributed or otherwise used, shall not disclose any personal identifiers or confidential information as to any individual or organization without the prior written consent of such individual or organization."

3. Paragraph 14. of the General Provisions of this agreement is hereby amended to read:

"14.1. The Contractor shall, at its sole expense, obtain and maintain in force, for the benefit of the State, the following insurance:

14.1.1. Comprehensive general liability insurance in amounts not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.

14.2. The policies described in subparagraph 14.1. of this paragraph shall be the standard form employed in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State."

4. The following paragraphs shall be added to the General Provisions of this agreement:

"22.1. Records and Accounts Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration, transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."

"22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall demand, the Contractor shall make available to the State all records pertaining to matters covered by this agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."

"22.3. Inspection of Work Performed: The State or an authorized representative shall, at all reasonable times, have the right to enter into Contractor's premises, or such other places where duties under the contract are being performed, to inspect, monitor or otherwise evaluate the work being performed. The Contractor and all subcontractors must provide access to all reasonable facilities and assistance for State representatives. All inspections and evaluations shall be performed in sushi manner as will not unduly delay work."

"22.4. Under the provisions of the Contract, personnel benefits for the Key Personnel shall be consistent with and in accordance to any adopted personnel policies of the contractor specified in Block 1.3. Health insurance benefits shall be designated by the Contract Budget."

"22.5. Third-Party Reimbursement and other sources of health services funding. The Contractor in Block 1.3 shall recover, to the maximum extent feasible, third-party revenues to which it is entitled for health services provided. Beneficiaries will not have any charges levied against them. Procedures outlined by Contractor in Block 1.3 shall identify all persons served who are eligible for third-party reimbursement, and shall be implemented at all contract sites. All income generated through third-party reimbursement shall be retained by the Contractor for the activities identified in Standard Exhibit A: Scope of Services. Records of the earnings and disposition of income must be maintained in the same manner as outlined in paragraph 22.1."

5. Following the approval by the Governor and Executive Council, this contract shall commence on or about July 1, 2013 and terminate on June 30, 2015, with an option for renewal by way of a 2-year extension (July 1, 2015 – June 30, 2017) subject to availability of funding and priorities, satisfactory performance of the Scope of Services by the Contractor, mutual agreement by the parties and approval of contract renewals by the Governor and Executive Council.
6. 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 identified in block 1.6, or any other account, in the event funds are reduced or unavailable.

**NH Department of Health and Human Services**

**STANDARD EXHIBIT D**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act 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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

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

(B) 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)

54 Willow Street, Berlin, NH 03570

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

Coos County Family Health Services

From: 7/1/2013 To: 6/30/2015

(Contractor Name)

(Period Covered by this Certification)

Adele D. Woods, Executive Director

(Name & Title of Authorized Contractor Representative)



(Contractor Representative Signature)

4/29/13

(Date)

Contractor Initials: adw

Date: 4/29/13

NH Department of Health and Human Services

STANDARD EXHIBIT E

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
\*Socail 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

Contract Period: July 1, 2013 through June 30, 2015

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.

Adele D. Woods
(Contractor Representative Signature)

Adele D. Woods, Executive Director
(Authorized Contractor Representative Name & Title)

Coos County Family Health Services
(Contractor Name)

4/29/13
(Date)

**NH Department of Health and Human Services**

**STANDARD EXHIBIT F**

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

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

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this 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**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal (contract) been convicted 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;
  - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

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

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

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

Adele D. Woods  
(Contractor Representative Signature)

Adele D. Woods, Executive Director  
(Authorized Contractor Representative Name & Title)

Coos County Family Health Services  
(Contractor Name)

4/29/13  
(Date)

Contractor Initials: adw  
Date: 4/29/13



NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

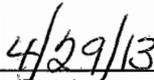
The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

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

  
(Contractor Representative Signature)

Adele D. Woods, Executive Director  
(Authorized Contractor Representative Name & Title)

Coos County Family Health Services  
(Contractor Name)

  
(Date)

NH Department of Health and Human Services

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

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

**BUSINESS ASSOCIATE AGREEMENT**

(1) **Definitions.**

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

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

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

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

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

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

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

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

**(4) Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

Division of Community-Based Care Services  
Bureau of Dev. Services, Special Medical Services  
The State Agency Name

Coos County Family Health Services  
Name of the Contractor

Nancy L. Rollins  
Signature of Authorized Representative

Adele D. Woods  
Signature of Authorized Representative

Nancy L. Rollins  
Name of Authorized Representative

Adele D. Woods  
Name of Authorized Representative

Associate Commissioner  
Title of Authorized Representative

Executive Director  
Title of Authorized Representative

31 May 2013  
Date

4/29/13  
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

In accordance with 2 CFR Part 170 (*Reporting 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:
  - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - b. Compensation information is not already available through reporting to the SEC.

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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting 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.

Adele D. Woods

Adele D. Woods, Executive Director

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Coos County Family Health Services

4/29/13

(Contractor Name)

(Date)

Contractor initials: adw

Date: 4/29/13

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NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 167385509

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

NO  YES

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

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

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

NO  YES

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

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

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

Name: _____	Amount: _____

Contractor initials: adw  
Date: 4/29/13  
Page # 31 of Page # 31

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

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

Board of Directors  
Coos County Family Health Services, Inc.  
Berlin, NH, 03570

We recently completed our audit of the financial statements of Coos County Family Health Services, Inc., the "Organization", as of and for the year ended June 30, 2012, and have issued our report thereon dated August 16, 2012. Generally accepted auditing standards in the United States of America require the independent auditor to communicate certain matters related to the conduct of its audit to individuals who have responsibility for oversight of the financial statement reporting process.

*Scope of Audit*

Our responsibility is to express an opinion on the financial statements based on our audit. This audit was conducted in accordance with generally accepted auditing standards in the United States of America and Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. Our audit also included an assessment of the accounting principles used and significant estimates made by management, as well as an evaluation of the overall financial statement presentation.

In planning and performing our audit we considered the Organization's internal control over financial reporting as a basis for designing our auditing procedures 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.

*Significant Accounting Policies*

Please refer to Note 1 of the financial statements for a description of significant accounting policies.

*New Pronouncements*

Financial Accounting Standards 2010-23-Health Care Entities-Topic 954-Measuring Charity Care for Disclosure

The objective of this update is to reduce the diversity in practice regarding the measurement basis used in the disclosure of charity care. Some entities determine their charity care disclosures on the basis of a cost measurement, while others use a revenue measurement.

The amendments require that cost be used as the measurement basis for charity care disclosure purposes and that cost be identified as the direct and indirect costs of providing the charity care. The amendments also require disclosure of the method used to identify or determine such costs.

The amendments are effective for fiscal years beginning after December 15, 2010 and should be applied retrospectively to all prior periods presented. The Organization adopted the amendment as of July 1, 2011 and retrospectively applied the amendment for the year ended June 30, 2011.

Financial Accounting Standards 2011-07 - Health Care Entities - Topic 954-Presentation and Disclosure of Patient Service Revenue, Provision for Bad Debts, and the Allowance for Doubtful Accounts for Certain Health Care Entities

The objective of the update is to provide financial statement users with greater transparency about a health care entity's net patient service revenue and the related allowance for doubtful accounts.

The amendments require certain health care entities to change the presentation of their statement of operations by reclassifying the provision for bad debts from an operating expense to a deduction from patient service revenue (net of contractual allowances and discounts).

Additionally, those health care entities are required to provide enhanced disclosure about their policies for recognizing revenue and assessing bad debts. The amendments also require disclosures of patient service revenue (net of contractual allowances and discounts) as well as qualitative and quantitative information about changes in the allowance for doubtful accounts.

The amendments are effective for fiscal years ending after December 15, 2012, with early adoption permitted. The amendments to the presentation of the provision for bad debts related to patient service revenue in the statement of operations should be applied retrospectively to all prior periods presented.

### *Management Judgments and Estimates*

Accounting estimates and assumptions are an integral part of the financial statements prepared by management of the Organization and are based upon management's current judgments. Those judgments are normally based upon knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates and assumptions are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

Significant management estimates relate to the following:

- Allowance for uncollectible accounts
- Third party contractual allowances
- Estimated third party cost settlements

Management's methodology for estimating the allowance for uncollectible accounts and third party contractual allowances is based on actual prior year collections.

Estimates for additional reimbursements that may be received from Medicare and Medicaid, or any balance that may be required to be paid back to Medicare and Medicaid, with the filing of the cost reports are included in the financial statements.

Medicaid net patient service revenue related to medical encounters for the current year is reported based on historical cost based reimbursement. Refer to the notes to audited financial statements related to the potential reimbursement impact of federal prospective payment regulations currently in effect.

We believe management judgments are reasonable.

### *Preparation of Trial Balance and Financial Statements*

We prepared the trial balance for use during the audit. Our preparation of the trial balance was limited to formatting the information in the Organization's general ledger into a working trial balance. Also, as part of our audit, we prepared the draft financial statements and related notes from the trial balance. Management has reviewed, approved and takes responsibility for those financial statements and related notes. Our preparation of the financial statements and related notes was made as a convenience and does not indicate a significant deficiency in financial reporting.

### *Audit Adjustments*

There were four audit adjustments, three of which were proposed by management, resulting in a net decrease in unrestricted net assets of approximately \$32,000.

### *Passed (Unrecorded) Audit Adjustments*

There were no passed (unrecorded) audit adjustments.

### *Disagreements with Management*

There were no disagreements with management about the application of generally accepted accounting principles, the determination of accounting estimates, or scope of the audit that could be significant to the Organization's annual reporting.

### *Difficulties Encountered in Performing the Audit*

We did not encounter any difficulties related to the conduct of our audit resulting from the actions of management.

### *Internal Controls*

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose as described under the *Scope of Audit* section above and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

*Management Advisory Observations*

The following summarizes other matters addressed during our audit. The other matters discussed below do not materially impact the Organization's internal financial reporting and are not considered to be significant deficiencies. They are matters we wish to bring to the attention of governance in order to prevent potential future financial statement misstatements.

Excluded Party Listing System

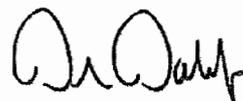
To protect the public interest, the Federal Government ensures the integrity of Federal programs by conducting business only with responsible parties. Federal agencies suspend and debar transactions with parties who are not presently responsible. Suspended and debarred parties are identified in the Excluded Party Listing System maintained by the General Services Administration.

Because the Organization receives federal funds to help support the Organizations operations, the Organization is prohibited from contracting with parties that are suspended or debarred or whose principals are suspended or debarred for transactions that are expected to equal or exceed \$25,000.

We recommend management verify all contactors (and their principals) as well as staff are not suspended or debarred parties by checking each against the Excluded Parties List System at least annually.

*Limited Distribution of this Report*

This report is intended solely for the information and use of the Organization's Finance Committee, Board of Directors and management and is not intended to be and should not be used by anyone other than the specified parties.

A handwritten signature in black ink, appearing to read "A. D. Kelly".

Concord, New Hampshire  
August 16, 2012

COOS COUNTY FAMILY HEALTH SERVICES, INC.  
AUDITED FINANCIAL STATEMENTS  
JUNE 30, 2012 AND 2011

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**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 FINANCIAL STATEMENTS

Board of Directors  
Coos County Family Health Services, Inc.  
Berlin, New Hampshire

We have audited the accompanying balance sheet of Coos County Family Health Services, Inc. as of June 30, 2012 and 2011 and the related statements of operations, changes in net assets, and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

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

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

In accordance with *Government Auditing Standards*, we have also issued our report dated August 16, 2012 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

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 information is fairly stated in all material respects in relation to the financial statements as a whole.

A handwritten signature in black ink, appearing to read "A. D. Wolf", is located on the right side of the page.

Concord, New Hampshire  
August 16, 2012

COOS COUNTY FAMILY HEALTH SERVICES, INC.

BALANCE SHEETS

JUNE 30, 2012 AND 2011

ASSETS

	2012	2011
Current Assets		
Cash and cash equivalents	\$ 905,538	\$ 290,233
Patient accounts receivable, net of allowances of for doubtful accounts of \$187,000 and \$160,000 at June 30, 2012 and 2011, respectively	376,734	417,670
Grants receivable	247,547	129,460
Due from third party payers	41,000	41,407
Prepaid expenses	62,585	84,769
Total Current Assets	1,633,404	963,539
Assets Limited As To Use	632,742	612,222
Property and Equipment, Net	2,236,926	2,100,167
TOTAL ASSETS	<u>\$ 4,503,072</u>	<u>\$ 3,675,928</u>

LIABILITIES AND NET ASSETS

Current Liabilities		
Accounts payable and accrued expenses	\$ 63,477	\$ 130,959
Accrued payroll and related expenses	653,282	653,456
Deferred revenue	793,834	-
Current maturities of long-term debt	83,683	95,079
Total Current Liabilities	1,594,276	879,494
Long-term debt, less current maturities	983,580	779,659
Total Liabilities	2,577,856	1,659,153
Net Assets		
Unrestricted	871,052	813,154
Temporarily restricted	1,035,587	1,186,701
Permanently restricted	18,577	16,920
Total Net Assets	1,925,216	2,016,775
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 4,503,072</u>	<u>\$ 3,675,928</u>

(See accompanying notes to these financial statements)

COOS COUNTY FAMILY HEALTH SERVICES, INC.  
STATEMENTS OF OPERATIONS  
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
Operating Revenue		
Net patient service revenue	\$ 5,442,467	\$ 5,613,019
Grants, contracts, and contributions	2,717,539	3,071,214
Other operating revenue	245,330	86,840
Interest income	4,054	2,136
Net assets released from restrictions for operations	216,967	274,937
Total Operating Revenue	8,626,357	9,048,146
Operating Expenses		
Salaries and benefits	6,443,676	6,521,849
Other operating expenses	1,560,124	1,737,971
Depreciation	237,004	224,577
Interest expense	41,447	42,385
Bad debt expense	286,208	221,700
Total Operating Expenses	8,568,459	8,748,482
EXCESS OF REVENUE OVER EXPENSES AND INCREASE IN UNRESTRICTED NET ASSETS	\$ 57,898	\$ 299,664

(See accompanying notes to these financial statements)

COOS COUNTY FAMILY HEALTH SERVICES, INC.  
STATEMENTS OF CHANGES IN NET ASSETS  
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	<u>2012</u>	<u>2011</u>
Unrestricted Net Assets:		
Excess of revenue over expenses and increase in unrestricted net assets	<u>\$ 57,898</u>	<u>\$ 299,664</u>
Temporarily Restricted Net Assets:		
Grants, contracts, and contributions	66,026	52,915
Grants, contracts, and contributions for capital acquisitions	-	433,901
Net assets released from restrictions for operations	(216,967)	(274,937)
Capital depreciation on endowment funds	<u>(173)</u>	<u>(254)</u>
Change in Temporarily Restricted Net Assets	<u>(151,114)</u>	<u>211,625</u>
Permanently Restricted Net Assets:		
Contributions	<u>1,657</u>	<u>2,003</u>
Change in Permanently Restricted Net Assets	<u>1,657</u>	<u>2,003</u>
Change in Net Assets	(91,559)	513,292
Net Assets, Beginning of Year	<u>2,016,775</u>	<u>1,503,483</u>
NET ASSETS, END OF YEAR	<u><u>\$ 1,925,216</u></u>	<u><u>\$ 2,016,775</u></u>

(See accompanying notes to these financial statements)

COOS COUNTY FAMILY HEALTH SERVICES, INC.  
STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
Cash Flows From Operating Activities		
Change in net assets	\$ (91,559)	\$ 513,292
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	237,004	224,577
Bad debt expense	286,208	221,700
Restricted grants, contracts, and contributions	(67,683)	(54,918)
Restricted grants, contracts, and contributions for capital acquisitions	-	(433,901)
Capital depreciation (appreciation) on endowment funds	173	254
(Increase) decrease in the following assets:		
Patient accounts receivable	(245,272)	(218,621)
Grants receivable	(118,087)	44,336
Due from third party payers	407	13,976
Prepaid expenses	22,184	(9,787)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	(67,482)	61,324
Accrued payroll and related expenses	(174)	(76,503)
Deferred revenue	793,834	-
Net Cash Provided by Operating Activities	749,553	285,729
Cash Flows From Investing Activities		
Decrease (increase) in assets limited as to use	46,990	(168,957)
Capital acquisitions	(373,763)	(353,516)
Net Cash Used by Investing Activities	(326,773)	(522,473)

COOS COUNTY FAMILY HEALTH SERVICES, INC.  
STATEMENTS OF CASH FLOWS (CONTINUED)  
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
Cash Flows From Financing Activities		
Proceeds from contributors for capital acquisitions	-	433,901
Proceeds from issuance of long-term debt	290,000	-
Payments on long-term debt	(97,475)	(93,428)
	192,525	340,473
Net Cash Provided by Financing Activities		
	615,305	103,729
Net Increase in Cash and Cash Equivalents		
	290,233	186,504
Cash and Cash Equivalents, Beginning of Year		
	\$ 905,538	\$ 290,233
CASH AND CASH EQUIVALENTS, END OF YEAR		
	\$ 905,538	\$ 290,233
Supplemental Disclosures of Cash Flow Information:		
Cash paid for interest	\$ 41,447	\$ 42,385

(See accompanying notes to these financial statements)

COOS COUNTY FAMILY HEALTH SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2012 AND 2011

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Coos County Family Health Services, Inc., "the Organization", is a non-stock, non-profit corporation organized in New Hampshire. The Organization is a Federally Qualified Health Center (FQHC) which provides outpatient health care and disease prevention services to residents of Coos County, New Hampshire through direct services, referral and advocacy.

Income Taxes

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

Use of Estimates

The Organization uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States of America. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand deposits, petty cash funds and investments with a maturity of three months or less, and exclude amounts whose use is limited by Board designation or other arrangements under trust agreements or with third-party payers.

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

### Assets Limited As to Use

Assets limited as to use include assets set aside under loan agreement and donor restricted grants and contributions.

### Property and Equipment

Property and equipment acquisitions are recorded at cost. Property and equipment donated for Organization operations are recorded at fair value at the date of receipt. Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized.

Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method. Equipment under capital leases is amortized on the straight-line method over the life of the capital lease. Such amortization is included in depreciation and amortization in the financial statements.

### 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.

Permanently restricted net assets include net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. Generally, the donors of these assets permit the institution to use all or part of the income earned on related investments for general or specific purposes.

### Patient Service Revenue

Patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers and other for services rendered. Revenue under certain third-party payer agreements is subject to audit and retroactive adjustment. Provisions for estimated third-party payer settlements are provided in the period the related services are rendered. Differences between the estimated amounts accrued and interim and final settlements are reported in operations in the year of settlement.

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

### Donated Goods and Services

Various program help and support of the daily operations of the Organization for the Response Program were provided by the general public of the surrounding communities. The donated services have not been reflected in the accompanying financial statements because they did not meet the criteria for recognition. Management estimates the fair value of donated services received but not recognized as revenues was \$97,250 and \$118,344 for the years ended June 30, 2012 and 2011, respectively. The Response Program also receives donated supplies to be used for program activities. The fair value of supplies recognized as revenues was \$3,491 and \$3,326 for the years ended June 30, 2012 and 2011, respectively.

The Organization receives samples of medical supplies that are distributed to patients. The donated supplies have not been reflected in the accompanying financial statements because they did not meet the criteria for recognition.

### Donor-Restricted Gifts

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

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

Recently Issued Accounting Pronouncements

In August 2010, the Financial Accounting Standards Board issued guidance that requires that cost be used as a measurement for charity care disclosure purposes. It also requires disclosure of the method used to identify or determine such costs. The amended disclosure requirements are effective for fiscal years beginning after December 15, 2010 and must be applied retrospectively. The Organization adopted the amendment as of July 1, 2011 and retrospectively applied the amendment for the year ended June 30, 2011.

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, 2012 and 2011:

	<u>2012</u>	<u>2011</u>
Board designated		
Working capital (Federal 330 monies)	\$ 496,400	\$ 496,400
United States Department of Agriculture		
Rural Development loan agreements	30,549	22,853
Donor restricted:		
Temporarily	87,216	76,049
Permanently	<u>18,577</u>	<u>16,920</u>
Total	<u>\$ 632,742</u>	<u>\$ 612,222</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, 2012 and 2011 follows:

	<u>2012</u>	<u>2011</u>
Land and improvements	\$ 153,257	\$ 108,555
Building and leasehold improvements	2,557,494	2,272,825
Furniture and equipment	<u>1,526,697</u>	<u>1,522,426</u>
Total Cost	4,237,448	3,903,806
Less accumulated depreciation	<u>2,000,522</u>	<u>1,803,639</u>
Property and Equipment, Net	<u>\$ 2,236,926</u>	<u>\$ 2,100,167</u>

NOTE 4 LINE OF CREDIT

The Organization has a \$500,000 line of credit with a local banking institution through December 31, 2012. The line of credit is secured by all assets. The interest rate at June 30, 2012 was 4.75%. The Organization is also required to pay 0.25% monthly on the unused portion of the line. There was no outstanding balance at June 30, 2012 and 2011, respectively.

NOTE 5 LONG-TERM DEBT

At June 30, 2012 and 2011 long-term debt and capital lease obligations consisted of the following:

	<u>2012</u>	<u>2011</u>
Note payable, Rural Economic and Community Development, payable in monthly installments of \$1,285, including interest at 3.375%, due May 2042, secured by real estate	\$ 289,546	\$ -
Note payable, Rural Economic and Community Development, payable in monthly installments of \$2,741, including interest at 4.5%, due November 2028, secured by all business assets	380,327	395,725
Note payable, Citizens Bank, payable in variable monthly installments of \$4,723 plus interest, 3.25% as of June 30, 2012, due November 2018, secured by real estate	247,222	283,260
Note payable, Rural Economic and Community Development, payable in monthly installments of \$2,268, including interest at 6.125%, due November 2018, secured by real estate	142,799	160,661
Capital lease obligation, collateralized by leased equipment with a depreciated cost of \$0 at June 30, 2012	<u>7,369</u>	<u>35,092</u>
Total long-term debt	1,067,263	874,738
Less current maturities	<u>83,683</u>	<u>95,079</u>
Long-term Debt Excluding Current Maturities	\$ 983,580	\$ 779,659

NOTE 5 LONG-TERM DEBT (CONTINUED)

Annual principal maturities of long-term debt and payments on capital lease obligations after June 30, 2012 follow:

Year Ending <u>June 30,</u>	<u>Long-term Debt</u>	<u>Capital Lease Obligation</u>
2013	\$ 76,314	\$ 7,491
2014	79,892	-
2015	83,646	-
2016	87,583	-
2017	91,714	-
Thereafter	<u>640,745</u>	<u>-</u>
	1,059,894	7,491
Less amounts representing interest on capital lease obligations	<u>-</u>	<u>122</u>
Total	<u>\$ 1,059,894</u>	<u>\$ 7,369</u>

NOTE 6 TEMPORARILY AND PERMANENTLY RESTRICTED NET ASSETS

Temporarily and permanently restricted net assets consisted of the following at June 30, 2012 and 2011:

	<u>2012</u>	<u>2011</u>
Temporarily restricted:		
Primary care	\$ 11,867	\$ 31,737
Response	48,579	14,359
Capital improvements - unexpended	26,242	29,249
Capital improvements - expended	948,369	1,110,653
Capital appreciation on endowment funds	<u>530</u>	<u>703</u>
Total	<u>\$ 1,035,587</u>	<u>\$ 1,186,701</u>
Permanently restricted:		
Endowment	<u>\$ 18,577</u>	<u>\$ 16,920</u>

NOTE 7 ENDOWMENTS

The Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor restricted endowment gifts and (c) accumulations to the donor restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund
- (2) The purposes of the organization and the donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income
- (6) Other resources of the Organization

The following summarizes changes in endowment assets for years ended June 30, 2012 and 2011:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>
Balance June 30, 2010	\$ 957	\$ 14,917
Contributions	-	2,003
Investment income, net of fees	<u>(254)</u>	<u>-</u>
Balance June 30, 2011	703	16,920
Contributions	-	1,657
Investment income, net of fees	<u>(173)</u>	<u>-</u>
Balance June 30, 2012	<u>\$ 530</u>	<u>\$ 18,577</u>

The endowment assets consist of cash. Endowment interest income earned is spent at the discretion of the Organization's Board of Directors.

## NOTE 8 PROFESSIONAL SERVICE FEES, CHARITY CARE & BAD DEBTS

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:

- FQHC Medicare -- Primary care services rendered to Medicare program beneficiaries are reimbursed under cost reimbursement methodology. The Organization is reimbursed at a tentative encounter rate with final settlement determined after submission of annual cost reports by the Organization and audits thereof by the Medicare fiscal intermediary. The Organization's Medicare cost reports have been retroactively settled by the Medicare fiscal intermediary through 2011.
- FQHC Medicaid -- Primary care services rendered to Medicaid program beneficiaries are reimbursed under cost reimbursement methodology. The Organization is reimbursed at a tentative rate with final settlement determined after submission of annual cost reports by the Organization and audits thereof by the Medicaid fiscal intermediary. The Organization's Medicaid cost reports have been retroactively settled by the Medicaid fiscal intermediary through 2008.
- Other payers -- The Organization also has entered into payment agreements with certain commercial insurance carriers, health maintenance organizations and preferred providers. The basis for payment to the Organization under these agreements includes prospectively determined rates per visit and discounts from established charges.

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 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 net patient service revenues by approximately \$15,000 and \$66,000 in 2012 and 2011, respectively.

NOTE 8 PROFESSIONAL SERVICE FEES, CHARITY CARE & BAD DEBTS  
(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 charges, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Organization charity care policy amounted to \$429,118 and \$465,450 for the years ended June 30, 2012 and 2011, respectively.

The Organization is able to provide these services with a component of funds received through local community support and federal and state grants.

NOTE 9 FUNCTIONAL EXPENSES

The Organization provides various services to residents within its geographic location. Expenses related to providing these services for the years ended June 30, 2012 and 2011 follows:

	<u>2012</u>	<u>2011</u>
Program services	\$ 7,462,880	\$ 7,631,013
Administrative and general	<u>1,105,579</u>	<u>1,117,469</u>
Total	<u>\$ 8,568,459</u>	<u>\$ 8,748,482</u>

NOTE 10 MALPRACTICE INSURANCE

The Organization is protected from medical malpractice risk as a FQHC under the Federal Tort Claims Act. The Organization, from time to time, is the defendant in lawsuits that result out of the ordinary course of business. Management believes the Organization is adequately insured through the Federal Torts Claims Act and the Board of Directors' liability insurance. Accordingly, no amounts have been reflected in the accompanying financial statements for any potential liability resulting from these lawsuits.

NOTE 11 RETIREMENT PLAN

The Organization has a defined contribution plan under Internal Revenue Code Section 401(k) that covers all employees who have attained 18 years of age and have satisfied a three month service requirement. The Plan provides for matching discretionary contributions as the Organization may determine. The matching contributions are immediately vested. Total expense for the plan years ended June 30, 2012 and 2011 was \$142,531 and \$150,426, respectively.

NOTE 12 CONCENTRATION OF RISK

The Organization 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 Organization grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements.

The mix of receivables from patients and third-party payers at June 30, 2012 follows:

Medicare	30%
Medicaid	12%
Anthem Blue Cross	19%
Other	<u>39%</u>
Total	<u>100%</u>

NOTE 13 WIC FOOD VOUCHERS

The Organization acted as a conduit for the State of New Hampshire's Special Supplemental Food Program for Women, Infants and Children (WIC) through June 30, 2011. This program was funded by the U.S. Department of Agriculture (CFDA #10.557). The value of food vouchers distributed by the Organization amounted to \$324,609 for the year ended June 30, 2011. The value of the food vouchers is not included in the accompanying financial statements as it is not part of the contract the Organization had with the State of New Hampshire for the WIC program.

#### NOTE 14 PATIENT ASSISTANCE PROGRAMS

The Organization acts as a conduit for pharmaceutical company patient assistance programs. The Organization provides assistance to patients in applying and distributing prescription drugs under the programs. The value of the prescription drugs distributed by the Organization to patients is not reflected in the accompanying financial statements. The Organization estimates that the value of prescription drugs distributed by the Organization for the years ended June 30, 2012 and 2011 was \$2,263,742 and \$2,192,874, respectively.

#### NOTE 15 FQHC MEDICAID REIMBURSEMENT

Beginning on October 1, 2000, a federally mandated prospective payment system "PPS" was implemented. The PPS system provides for a predetermined encounter reimbursement calculated for the Organization's actual cost for the years ended June 30, 1999 and 2000 adjusted for any "change in scope" of services that may have occurred subsequent to June 30, 2000.

The federal regulations also allow for an alternative payment methodology to be implemented based on mutual agreement between the State of New Hampshire and the New Hampshire FQHCs. The State of New Hampshire and the New Hampshire FQHCs are in active discussion as to the definition of a "change in scope" of services and an alternative payment methodology. The financial impact, if any, from the ultimate resolution of discussions between the New Hampshire FQHCs and the State of New Hampshire regarding "change in scope" and the implementation of an alternative payment methodology are unknown.

#### NOTE 16 SUBSEQUENT EVENTS

For financial reporting purposes, subsequent events have been evaluated by management through August 16, 2012, which is the date the financial statements were available to be issued.

**BRAD BORBIDGE, P.A.**  
CERTIFIED PUBLIC ACCOUNTANTS  
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AUDITOR'S REPORT ON COMPLIANCE AND OTHER MATTERS  
AND ON INTERNAL CONTROL OVER FINANCIAL REPORTING  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Board of Directors  
Coos County Family Health Services, Inc.  
Berlin, New Hampshire

We have audited the financial statements of Coos County Family Health Services, Inc. as of and for the year ended June 30, 2012 and have issued our report thereon dated August 16, 2012. We conducted our audit in accordance with generally accepted auditing standards 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.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Organization's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*

We noted certain other matters that we reported to management of the Organization in a separate letter dated August 16, 2012.

## Internal Control over Financial Reporting

In planning and performing our audit, we considered the Organization's internal control over financial reporting as a basis for designing our auditing procedures 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 over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over financial reporting.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting 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 financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

This report is intended solely for the information and use of the board of directors, management, others within the Organization, the federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.



Concord, New Hampshire  
August 16, 2012

**BRAD BORBIDGE, P.A.**  
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REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO  
EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER  
COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

Board of Directors  
Coos County Family Health Services, Inc.  
Berlin, New Hampshire

Compliance

We have audited the compliance of Coos County Family Health Services, Inc. with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs for the year ended June 30, 2012. 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. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of the Organization's management. Our responsibility is to express an opinion on the Organization's compliance based on our audit.

We conducted our audit of compliance in accordance with generally accepted auditing standards 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 identified in the accompanying schedule of findings and questioned costs 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. Our audit does not provide a legal determination on the Organization's compliance with those requirements.

In our opinion, the Organization complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended June 30, 2012.

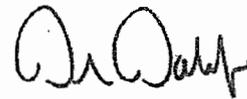
#### Internal Control Over Compliance

The Organization's management is responsible for establishing and maintaining effective internal control over compliance with compliance requirements referred to above. In planning and performing our audit, we considered the Organization's internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing 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 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.

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 that might be deficiencies, significant deficiencies, or material weaknesses in internal control over compliance. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

This report is intended for the information of the board of directors, management, others within the Organization, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.



Concord, New Hampshire  
August 16, 2012

COOS COUNTY FAMILY HEALTH SERVICES, INC.  
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
 FOR THE YEAR ENDED JUNE 30, 2012

Federal Grantor Pass-through Grantor Program Title	Federal CFDA Number	Federal Expenditures
U.S. Department of Health and Human Services		
Direct programs		
Health Center Cluster	93.224	\$ 1,316,319
Pass-through programs from:		
State of New Hampshire Department of Health and Human Services		
Family Planning	93.217	32,738
Breast and Cervical Cancer Prevention	93.283	27,256
Family Planning - TANF	93.558	12,421
Oral Health	93.991	44,823
Primary Care	93.994	16,263
Neuromotor Disabilities Clinical Program	93.994	9,691
Massachusetts eHealth Collaborative, Inc.		
ARRA - Health Information Technology Extension		
Program: Regional Centers	93.718	25,200
New Hampshire Coalition Against Domestic and Sexual Violence		
Statewide Program to Improve Response to Domestic		
Domestic Violence	93.671	63,806
Sexual Violence Program	93.991	<u>4,531</u>
Total U.S. Department of Health and Human Services		<u>1,553,048</u>
U.S. Department of Justice		
Direct programs		
Transitional Housing Assistance Grants for Victims of Domestic Violence, Dating Violence, Stalking or Sexual Assault	16.736	71,719
Pass-through programs from:		
New Hampshire Coalition Against Domestic and Sexual Violence		
Sexual Assault Services Program	16.017	7,397
Victims of Crime Act	16.575	<u>107,530</u>
Total U.S. Department of Justice		<u>186,646</u>
U.S. Department of Agriculture		
Direct programs		
Community Facilities	10.766	<u>290,000</u>
Total Federal Awards, All Programs		<u>\$ 2,029,694</u>

Note: This schedule of expenditures of federal awards is prepared on the accrual basis of accounting.

COOS COUNTY FAMILY HEALTH SERVICES, INC.  
 SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
 FOR THE YEAR ENDED JUNE 30, 2012

Section I - Summary of Auditor's Results

A. Financial Statements

- |   |             |
|---|-------------|
| 1. Type of auditor's report issued  | Unqualified |
| 2. Internal control over financial reporting:                                       |             |
| • Material weakness(es) identified?   | No          |
| • Significant deficiency(s) identified that are not considered material weaknesses? | No          |
| 3. Noncompliance material to financial statements noted?                            | No          |

B. Federal Awards

- |   |             |
|---|-------------|
| 1. Internal control over major programs:  |             |
| • Material weakness(es) identified?   | No          |
| • Significant deficiency(s) identified that are not considered material weaknesses?                                       | No          |
| 2. Type of auditor's report issued on compliance for major programs   | Unqualified |
| 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
-----------------------	--------

D. Dollar threshold used to distinguish between Type A and Type B programs	\$300,000
--	-----------

E. Auditee qualified as low-risk auditee?	Yes
---	-----

COOS COUNTY FAMILY HEALTH SERVICES, INC.  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)  
FOR THE YEAR ENDED JUNE 30, 2012

Section II - Findings and Questioned Costs

A. Financial Statements

There were no financial statement findings for the year ended June 30, 2012.

B. Federal Awards

There were no federal awards findings for the year ended June 30, 2012.

Section III - Prior Findings and Questioned Costs for the Year Ended June 30, 2011

There were no prior financial statement or federal award audit findings for the year ended June 30, 2011.



54 Willow Street  
Berlin, NH 03570-1800  
Ph: 1-603-752-3669  
Fax: 1-603-752-3027

2 Broadway Street  
Gorham, NH 03581-1597  
Ph: 1-603-466-2741  
Fax: 1-603-466-2953

133 Pleasant Street  
Berlin, NH 03570-2006  
Ph: 1-603-752-2040  
Fax: 1-603-752-7797

59 Page Hill Road  
Berlin, NH 03570-3568  
Ph: 1-603-752-2900  
Fax: 1-603-752-3727

## MISSION OF COÖS COUNTY FAMILY HEALTH SERVICES

Coös County Family Health Services is a community-based organization providing innovative, personalized, comprehensive health care and social services of the highest quality to everyone, regardless of economic status.

(Mission/Vision Statement)  
Board Approved 1/17/13

**KEY ADMINISTRATIVE PERSONNEL FISCAL YEAR : 2014-2015 .**

Agency Name: Coos County Family Health Services, Inc.

SFY	NAME	POSITION TITLE	ANNUAL SALARY	% FROM CONTRACT
-----	------	-------------------	------------------	--------------------

2014

See Attached

2015

Contractor Initials: adw

Date: 4/29/13

# KEY ADMINISTRATIVE PERSONNEL

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

RECEIVED

FEB 19 2013

SMS

Agency Name: Coos County Family Health Services, Inc.

Name of Bureau/Section: Special Medical Services- Neuromotor

BUDGET PERIOD:		SFY 2014	7/1/13 - 6/30/14	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract	
Adele Woods, CEO	\$130,000	0.28%	\$366.00	
Patricia Couture, COO	\$95,000	0.00%	\$0.00	
Melissa Frenette, CFO	\$90,000	0.85%	\$765.00	
Mitchell Sullivan, Medical Director	\$170,000	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>\$1,131.00</b>	

BUDGET PERIOD:		SFY 2015	7/1/14 - 6/30/15	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract	
Adele Woods, CEO	\$130,000	0.28%	\$366.00	
Patricia Couture, COO	\$95,000	0.00%	\$0.00	
Melissa Frenette, CFO	\$90,000	0.85%	\$765.00	
Mitchell Sullivan, Medical Director	\$170,000	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>\$1,131.00</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.

**MITCHELL J. SULLIVAN, M.D.**

**PRESENT EMPLOYMENT**

10/1/1996 – Present Medical Director  
Coos County Family Health Services, 133 Pleasant Street, Berlin, NH 03570  
12/1/1995 – Present Staff Physician

**RESIDENCY**

McGill University - Family Medicine  
1992-1993 Assistant Chief Resident - Montreal General Hospital  
1993-1994 Chief Resident - St. Mary's Hospital  
1994-1995 Emergency Medicine - McGill University

Board Certified Member – Canadian College of Family Physicians – May 1994

**EDUCATION**

1988-1992 Faculty of Medicine. M.D.C.M. - McGill University  
1982-1986 Bachelor of Arts in Mathematics w/minor in Chemistry  
Magna Cum Laude - Bowdoin College

**SCHOLORSHIPS AND PRIZES**

Samuel A. Ladd Trophy – collegiate tennis achievement and leadership  
Theta Delta Chi Education Foundation Scholarship—academic achievement during 2 yrs of Univ.  
James Bowdoin Scholar, 1982-1986

**WORK EXPERIENCE**

1989 Tennis Instructor (Summer), New England Tennis, Jackson, NH  
1986-1988 Leasing Officer - Bank of Boston, Boston, MA  
Attended and successfully completed six-month Loan Officer Development Program. Worked as Leasing Officer for in-house subsidiary, BancBoston Leasing. Marketed and structured capital equipment leasing in the New England states as well as the Washington, D.C. area. Established a \$9 million portofolio (quota \$4 million) in 1988 before departing for medical school.  
1982-1986 Quality Control Technician (Summers), James River Corporation, Berlin, NH

**MEMBERSHIPS**

1995-Present Medical Staff, Androscoggin Valley Hospital, Berlin, NH  
1995-Present Member, American Medical Association  
1989-1992 Admissions Committee, McGill Faculty of Medicine

## ADELE D. WOODS

### PROFESSIONAL HISTORY

**1981-Present** Coos County Family Health Services, 54 Willow Street, Berlin, NH 03570  
(603)752-3669 ext. 4018 [awoods@ccfhs.org](mailto:awoods@ccfhs.org)

*Chief Executive Officer (1989 – Present)*

Responsible for the successful administration and overall direction of a \$9.2M Community Health Center, including 6 sites and 10 programs. Major administrative responsibilities include: oversight of budget preparation and fiscal management, development and implementation of long and short-term planning, personnel management, grantsmanship and public relations. Includes extensive contact with the public and government officials as well as ongoing communications with 15 member volunteer Board of Directors, 120 paid staff and numerous volunteers.

*Coordinator: Prenatal, Child Health and Family Planning Programs (4/1987 – 4/1989)*

*Health Educator – Child Health Program (12/1986 – 4/1989)*

*Director of Programs (10/1983 – 4/1987)*

*Coordinator, WIC Program (8/1981 – 10/1983)*

**1979-1981** *Fiscal Manager*, White Mountains Center for the Arts, Bretton Woods, NH 03575

Supervised 2-10 employees. Responsible for all accounting and bookkeeping functions for \$300,000 annual budget non-profit organization. Performed all functions necessary for the procurement of grant monies from public and private sources. Oversaw public relations and advertising campaigns.

**1972-1974** *Credit Manager*, Littleton Hospital, Littleton, NH 03561

### EDUCATION

**1996-1997** Springfield College, Human Services Administration, MS

**1981-Present** Workshops and conferences at the local, State and National level pertinent to work at CCFHS, including Supervision, Provider Recruitment, Legislative Updates, Grants Management, Corporate Compliance, etc.

**1970-1971** Graduate Studies, University of Delaware, American Studies

**1967-1970** University of Delaware, American Studies, BA/Honors



*B.S. Accounting, minor Mathematics*  
Graduated cum laude

---

COMMUNITY ACTIVITIES

---

Current Assistant Treasurer of Business Enterprise Development Corporation (BEDCO)

Former member Androscoggin Valley Economic Recovery (AVER) technology taskforce

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PROFESSIONAL MEMBERSHIPS

---

American Institute of Certified Public Accountants

New Hampshire Society of Certified Public Accountants

Patricia A. Couture

## **Work History**

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

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

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

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

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

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

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

*1976-1977 Androscoggin Valley Hospital Berlin, NH*

Private Duty Nurse: Complete nursing care.

**Education:**

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

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

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

Berlin High School, Berlin, NH  
Graduated 1975

**License:**

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

**Continued Education:**

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

**References:**

Available Upon Request

# CURRICULUM VITAE

Jeanne d'Arc M. Charest, ARNP, Child Health Nursing

**Personal Information:**      Date of Birth: October 13, 1948  
   Languages:    English and French

## **Educational Background:**

April, 1982	Fellowship in Developmental Pediatrics Children's Hospital Boston, MA
March, 1977	Certification and Fellowship National Board of Pediatric Nurse Practitioners
October, 1975	Advance nursing role status in New Hampshire ARNP, Child Health Nursing
January, 1975	Certificate Pediatric Nurse Practitioner Program Northeastern University Boston, MA
August, 1969	License as RN in New Hampshire
June, 1969	Diploma and Valedictorian St. Louis Hospital School of Nursing Berlin, NH
June, 1966	Diploma and Salutatorian Notre Dame High School Berlin, NH

**Work Experience:****CCFHS**

1984 - (Current)	North Country Neuromotor Program Coordinator
1984 – 1993	North Country Child Development Program Coordinator
1979 – (Current)	Coos County Family Health Services Pediatric Nurse Practitioner Providing well child and periodic illness management
1984 – 1987	Northern Coos Community Health Association Colebrook, NH Pediatric Nurse Practitioner Monthly Well Child Clinic
1983 – 1985	Child Find Project Coordinator
1981 – 1985	Lancaster Public Health Nursing Service Lancaster, NH Pediatric Nurse Practitioner Monthly Well Child Clinic
1977 – 1982	New Hampshire Board of Nursing Chairperson 1981 - 1982
1974 – 1979	Dr. Ducnuigeen, MD, FAAP Pediatric Nurse Practitioner Well Child Care and Common Illness Management
1971 – 1974	Androscoggin Valley Hospital Various nursing positions including staff, evening and day supervisor

**Other Areas Of Professional Involvement**

**CCFHS**

April, 2009

December, 2007

Course of Study on Early Identification and Screening of Young Children at-risk  
for Autism Spectrum Disorder

1997 current Clinical preceptor to NP students  
Rivier College, UNH, Simmons College

1996 current Clinical experience for LPN students, NHVTC

1992 – 1999 American Cancer Society, NH Division  
Reach to Recovery Program  
Regional Coordinator

1992 – 1999 Project EXCEL  
Collaborative endeavor addressing preschools in  
SAU #3 and #20, Early Intervention and area day cares

1991 – 1999 American Cancer Society  
Reach to Recovery Visitor

1983 – 1993 St. Vincent de Paul Society  
Founding Member  
Secretary

1981 – 1983 Androscoggin Valley Hospital  
Board of Directors

1975 (current) St. Anselm College, Div of Continuing Nursing Education  
Physical Assessment courses as needed by area agencies

1975 (current) Tri County Head Start Program  
Consultations as needed

(Jeanne Charest) 5/11



54 Willow Street  
Berlin, NH 03570-1800  
Ph: 1-603-752-3669  
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2 Broadway Street  
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Ph: 1-603-752-2900  
Fax: 1-603-752-3727

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

**BOARD OF DIRECTORS**

Robert Pelchat, 2014 (4<sup>th</sup>)  
**\*\*PRESIDENT\*\***

Joan Merrill, 2013 (1<sup>st</sup>)  
**\*\*VICE-PRESIDENT\*\***

Aline Boucher, 2014 (2<sup>nd</sup>)  
**\*\*TREASURER\*\***  
Chair, Finance/Development Committee

Betty A. Gosselin, MSW, 2013 (2<sup>nd</sup>)  
**\*\*SECRETARY\*\***

Marge McClellan, 2014 (4<sup>th</sup>)  
Chair, Governance Committee  
Chair, Quality Improvement Committee

Åsa Brosnan, 2015 (4<sup>th</sup>)

Michael Poulin, 2014 (2<sup>nd</sup>)

H. Guyford Stever, Jr., 2013 (1<sup>st</sup>)  
Chair, Personnel Committee

Kenneth Cargill, 2013 (1<sup>st</sup>)

Linda Sjostrom, 2015 (1<sup>st</sup>)

Jeffrey D. Smith, 2015 (1<sup>st</sup>)  
Chair, Corporate Compliance Committee

Andrea Gagne, (1<sup>st</sup>)

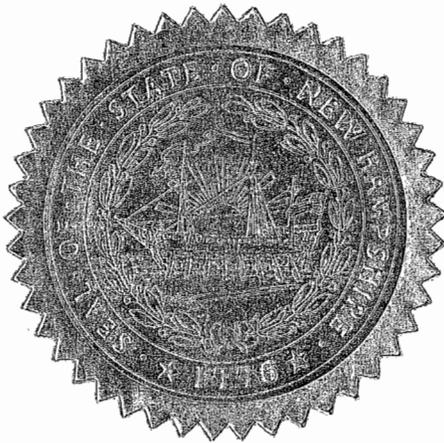
Richelle Greer, (1<sup>st</sup>)

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COOS COUNTY FAMILY HEALTH SERVICES, INC. is a New Hampshire nonprofit corporation formed December 14, 1979. 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 5<sup>th</sup> day of April A.D. 2013

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

William M. Gardner  
Secretary of State



COOSCOU-01 DKERAGHAN

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/2/2012

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> TD Insurance, Inc. PO Box 406 Portland, ME 04112	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (800) 723-2877		FAX (A/C, No): (877) 775-0110
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  Coos County Family Health Services, Inc. 133 Pleasant Street Berlin, NH 03570	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : PHILADELPHIA INSURANCE COMPANY</b>		
	<b>INSURER B : MEMIC INDEMNITY COMPANY</b>		<b>11030</b>
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	X		BINDER	7/1/2012	7/1/2013	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b>			BINDER	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO							
	ALL OWNED AUTOS						BODILY INJURY (Per person)	\$
	HIRED AUTOS						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<b>UMBRELLA LIAB</b>	X		BINDER	7/1/2012	7/1/2013	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB							
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE	\$
							<b>Aggregate</b>	\$ 2,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		N/A	BINDER	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

**EVIDENCE OF LIABILITY INSURANCE**

NH DHHS Director, Div of Public Health Services are additional insured per written contract, subject to policy terms and conditions

**CERTIFICATE HOLDER**

NH DHHS Director, Div of Public Health Svcs  
 29 Hazen Drive  
 Concord, NH 03301-6504

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Denise Keraghan*

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**NH Department of Health and Human Services**

**BUDGET**

<b>Coos County Family Health Services, Inc. Nurse Coordinator for Neuromotor Disabilities Specialty Clinic</b>		<b>FY 2014</b>	<b>FY 2015</b>
<b>1.</b>	<b>PROGRAM PERSONNEL &amp; FRINGE</b>		
a.	Nurse Coordinator (JC)		
	Salary (\$41.00/hr. x 200 hrs/yr)		
	Salary (\$42.00/hr. x 200 hrs/yr)	\$8,400.00	\$8,400.00
	Fringe Benefits (@ 30%)	\$2,520.00	\$2,520.00
b.	Licensed Practical Nurse		
	Salary (\$21.81/hr. x 32 days/yr)		
	Salary (\$22.46/hr. x 32 days/yr)		
	Salary (\$23.71/hr. x 32 days/yr)	\$758.00	\$758.00
	Fringe Benefits (@ 30%)	\$227.00	\$227.00
	<i>Subtotal: Program Personnel &amp; Fringe</i>	<i>\$11,905.00</i>	<i>\$11,905.00</i>
<b>2.</b>	<b>PROGRAM SUPPORT</b>		
a.	Program Support/Chief Executive Officer		
	Salary (\$55.33/hr. x 13 days/yr)		
	Salary (\$57.00/hr. x 8 days/yr)		
	Salary (\$61.00/hr. x 6 days/yr)	\$366.00	\$366.00
	Fringe Benefits (@ 30%)	\$109.00	\$109.00
b.	Program Support/Chief Financial Officer		
	Salary (\$34.68/hr. x 18 days/yr)		
	Salary (\$35.22/hr. x 32 days/yr)		
	Salary (\$42.53/hr. x 18 days/yr)	\$765.00	\$765.00
	Fringe Benefits (@ 30%)	\$229.00	\$229.00
c.	Program Support/Bookkeeper		
	Salary (\$16.46/hr. x 26 days/yr)		
	Salary (\$16.96/hr. x 26 days/yr)		
	Salary (\$17.46/hr. x 26 days/yr)	\$453.00	\$453.00
	Fringe Benefits (@ 30%)	\$136.00	\$136.00
d.	Program Support/Medical Transcription		
	Salary (\$16.11/hr. x 57 days/yr)		
	Salary (\$16.60/hr. x 57 days/yr)		
	Salary (\$17.09/hr. x 57 days/yr)	\$974.00	\$974.00
	Fringe Benefits (@ 30%)	\$292.00	\$292.00
	<i>Subtotal: Program Support</i>	<i>\$3,324.00</i>	<i>\$3,324.00</i>
<b>3.</b>	<b>DIRECT EXPENSES</b>		
a.	Equipment/Repair/Maintenance	\$1,000.00	\$1,000.00
b.	Travel (mileage @ IRS rate) & Tolls	\$300.00	\$300.00
c.	Program Materials & Clinic Supplies	\$1,374.00	\$1,374.00
d.	Occupancy	\$2,200.00	\$2,200.00
e.	Insurance/Audit/Legal	\$663.00	\$663.00
f.	Cultural/Linguistic Support	\$400.00	\$400.00
	<i>Subtotal:</i>	<i>\$5,397.00</i>	<i>\$5,397.00</i>
	<i>Direct Expenses</i>		
<b>TOTALS</b>		<b>\$21,166.00</b>	<b>\$21,166.00</b>

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*4/29/13*

FACT SHEET

DIVISION OF COMMUNITY BASED CARE SERVICES  
BUREAU OF DEVELOPMENTAL SERVICES  
SPECIAL MEDICAL SERVICES SECTION

CIVIL RIGHTS COMPLIANCE

1. Name of Applicant Agency (legal): Coos County Family Health Services
2. Address (mailing): 54 Willow Street  
Berlin, NH 03570
3. Telephone Number: 603-752-3669
4. Name of Agency Board Chairperson/  
President Robert E. Pelchat, Resident
5. Name of Agency Director: Adele D. Woods
6. Is the Agency exempt from Federal Income Tax 501 (c) (3)? Yes  No
7. Civil Rights Information
- a. Does the agency have a non-discrimination notice posted in client service areas?  
Yes  No
- b. Does the agency have a procedure for obtaining race/ethnic data?  
Yes  No
- c. Does the agency have a procedure for obtaining primary language data?  
Yes  No
- d. Is the agency handicapped accessible?  
Yes  No
- e. If not accessible, is alternate site available?  
Yes  No
- f. Does the agency have a procedure for communicating with persons with Limited English Proficiency (LEP)?  
Yes  No
- g. Does the agency have a procedure for communicating with handicapped persons?  
Yes  No