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STATE OF NEW HAMPSHIRE

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DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-3958 1-800-852-3345 Ext. 3958
Fax: 603-271-4934 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

February 26, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to establish a list of dentists, with the ability to expand said list to include additional interested dental contractors to provide necessary dental treatment for clients enrolled in the New Hampshire Ryan White CARE Program. No maximum client or service volume is guaranteed. Accordingly, the price limitation among all Agreements is \$100,000 each State Fiscal Year for a total of \$200,000. The Agreements are effective date of Governor and Executive Council approval through June 30, 2016. 100% other funds.

Table with 2 columns: VENDOR, LOCATION. Row 1: Greater Nashua Dental Connection, Nashua, NH

Funds are available in the following account for SFY 2015, and are anticipated to be available in SFY 2016 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902510-2229 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES

Table with 5 columns: Fiscal Year, Class/Account, Class Title, Job Number, Total Amount. Rows for SFY 2015, SFY 2016, and a Total row.

### EXPLANATION

This requested action seeks approval of one (1) of seven (7) agreements that will ensure the provision of dental treatment and other oral health services to New Hampshire residents living with Human Immunodeficiency Virus (HIV), statewide that are enrolled in the New Hampshire Ryan White CARE Program. The licensed Dentists will provide dental treatment and other oral health services to enrolled clients, on an individual, case-by-case, as needed basis. The Governor and Executive Council has previously approved two (2) agreements and anticipates that the remaining (4) four agreements will be presented at an upcoming Governor and Executive Council meeting.

The New Hampshire Ryan White CARE Program receives funding from the Health Resources and Services Administration (HRSA), Ryan White HIV/AIDS Program, Part B for medical services, oral health, and home health care services. HRSA funding is in accordance with the Ryan White HIV/AIDS Treatment Extension Act of 2009. The intent of the legislation and federal funding is to assure access to care for financially eligible individuals living with HIV/AIDS. A recipient of federal funding, the New Hampshire Ryan White CARE Program is subject to the federal mandate to implement contractual agreements with all service providers and to maintain nationally accepted fiscal, programmatic, and monitoring standards established by HRSA. Federal regulation also requires that Ryan White CARE Program funds be used as a "payer of last resort".

Should Governor and Executive Council not authorize this Request, federal regulations and monitoring standards will not be met and eligible New Hampshire residents living with HIV with immediate oral health needs and without access to care will not receive prevention and treatment for dental conditions. The services in this Contract will promote the goals of the National HIV/AIDS Strategy and maintain a continuum of care in order to reduce HIV related health disparities and the occurrence of negative health outcomes. The program currently provides services to approximately 450 to 500 clients statewide.

A Request for Applications was posted on the Department of Health and Human Services' web site on April 4, 2014 to solicit dentists to provide dental services to New Hampshire Ryan White CARE program clients. In addition, an email was sent to twelve (12) known dental providers for Ryan White Part B services on April 4, 2014, notifying them that a Request for Application was posted. Seven (7) applications were received from licensed dentists, and were approved for funding.

As referenced in the Request for Application and in exhibit C-1, Revisions to General Provisions, this Agreement has the option to extend for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
February 26, 2015  
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The performance of this program will be measured by the number of New Hampshire Ryan White CARE Program clients that actually receive dental services.

The geographic area to be served is statewide.

Source of Funds: 100% Other Funds from the Pharmaceutical Rebates.

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

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director



Approved by: Nicholas A. Toumpas  
Commissioner

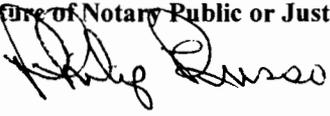
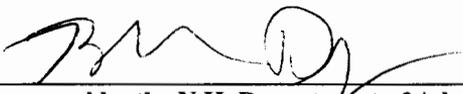
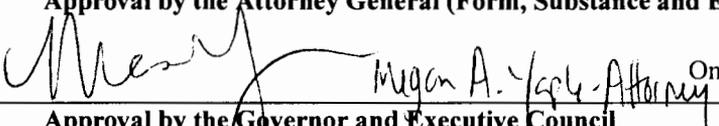
Subject: New Hampshire Ryan White CARE Program

**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> NH Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> Greater Nashua Dental Connection		<b>1.4 Contractor Address</b> 31 Cross Street Nashua, NH 03064	
<b>1.5 Contractor Phone Number</b> 603-879-9314	<b>1.6 Account Number</b> 05-95-90-902510-2229-530-500371	<b>1.7 Completion Date</b> June 30, 2016	<b>1.8 Price Limitation</b> \$200,000
<b>1.9 Contracting Officer for State Agency</b> Brook Dupee, Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603 271 4483	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Dedra Twomey, Executive Director	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>2/24/15</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> <b>PHILIP L. RUSSO</b> Notary Public - New Hampshire My Commission Expires September 18, 2018			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Brook Dupee, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  Megan A. Lynch - Attorney On: <u>3/24/15</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			



## Exhibit A

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### Scope of Services

#### 1. Program Name: New Hampshire Ryan White CARE Program

##### 1.1. Purpose:

The purpose of this agreement is to perform necessary dental treatment for clients enrolled in the New Hampshire Ryan White CARE Program (NH CARE Program). The goal of the NH CARE Program is to provide financial assistance for necessary dental treatment and other oral health services, to uninsured and underinsured New Hampshire (NH) residents living with Human Immunodeficiency Virus (HIV), statewide.

#### 2. Provision of Services:

2.1. The Contractor shall act as a representative of the NH CARE Program to provide preventive and restorative dental care to uninsured and underinsured NH CARE Program clients.

2.2. The Contractor shall provide services to enrolled NH CARE Program clients only; services provided outside of enrollment periods will not be reimbursed.

2.3. The Contractor shall refer clients to their Medical Case Manager as needed to re-enroll in the NH CARE Program.

2.4. The Contractor shall invoice NH CARE Program for services using a health insurance claim form or reasonable facsimile; additional invoicing methods may be approved by the NH CARE Program.

2.5. The Contractor shall invoice NH CARE Program according to the NH CARE Program Dental Fee Schedule; request approval for additional services through the Contract Monitor.

2.6. The Contractor shall participate in an annual site visit with NH CARE Program staff.

2.7. The Contractor shall provide client level data as requested by the NH CARE Program, for the completion of annual reports to the Health Resources and Services Administration (HRSA).

2.8. The Contractor shall maximize billing to NH Medicaid and private dental insurance. The NH CARE Program shall be the payer of last resort and will only reimburse services for uninsured and underinsured clients.

#### 3. Licensing Requirements:

Dentist(s) performing services under this agreement must possess a current dental license issued by the State of New Hampshire Board of Dental Examiners.



## Exhibit A

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4. Dental providers shall adhere to the NH CARE Program Standards of Care for Oral Health Services, and all applicable Programmatic, Fiscal and Universal Monitoring Standards, as documented by the HRSA:
- <http://hab.hrsa.gov/manageyourgrant/files/programmonitoringpartb.pdf>
  - <http://hab.hrsa.gov/manageyourgrant/files/fiscalmonitoringpartb.pdf>
  - <http://hab.hrsa.gov/manageyourgrant/files/universalmonitoringpartab.pdf>
5. The Department of Health and Human Services reserves the right to discontinue this agreement should it discover any abridgment of the above partner agreements that jeopardize the intent of this agreement.

**6. Entire Agreement:**

The following documents are incorporated by reference into this Agreement and they constitute the entire Agreement between the State and the Contactor. General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit B-1 Dental Fee Schedule, Exhibit C Special Provisions, Exhibit C-1 Additional special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability Accountability Act Business Associate Agreement, and Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict of contradiction between or among the Agreement Documents, the documents shall control in the above order of precedence.



## Exhibit B

### Method and Conditions Precedent to Payment

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Infectious Disease Control shall reimburse the Contractor for actual dental service(s) provided by the contractor to enrolled NH CARE Program clients. Reimbursement shall be based on the NH CARE Program Dental Fee Schedule identified in Exhibit B-1.
2. Price Limitation. This Agreement is one of multiple Agreements that will serve NH Ryan White CARE Program. No maximum or minimum client and service volume is guaranteed. Accordingly, the price limitation among all Agreements is identified in Block 1.8 of the P-37 for the duration of the Agreement.
3. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
4. The funding source for this Agreement for Dental Services is 100% Other Funds from the Pharmaceutical Rebates.
5. Contract dentists shall complete and submit a Dental Claim invoice, due within 30 days. Completed invoice must be submitted to:  
  
NH CARE Program  
Bureau of Infectious Disease Control  
Department of Health and Human Services  
Division of Public Health  
29 Hazen Drive  
Concord, NH 03301  
Fax: 603-271-4934
6. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available. Contractor will keep detailed records of their dental services related to Department of Health and Human Services funded programs and services.
7. Dentists are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded Dentist's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract.



**Exhibit B-1**

NH CARE Program Dental Fee Schedule 2014 - 2015		
Code	Procedure	Fee
D0120	Periodic oral evaluation	41.00
D0140	Limited oral evaluation	60.00
D0150	Comprehensive oral evaluation	62.00
D0210	Intraoral-complete series	96.00
D0220	Intraoral-Periapical 1st film	15.00
D0230	Intraoral-Periapical each additional	10.00
D0270	Bitewings - Xray	17.00
D0272	Bitewings - two films	25.00
D0274	Bitewings - four films	45.00
D0330	Panoramic film	83.00
D1110	Prophylaxis adult	85.00
D1120	Prophylaxis child	38.00
D2140	Amalgam - 1 surface	150.00
D2150	Amalgam - 2 surface	155.00
D2160	Amalgam - 3 surface	180.00
D2161	Amalgam - 4/4+ surface	200.00
D2330	Resin-1 surface anterior	131.00
D2331	Resin-2 surface anterior	143.00
D2332	Resin-3 surface anterior	147.00
D2335	Resin-4/4+ surface anterior	165.00
D2391	Resin-1 surface posterior	150.00
D2392	Resin-2 surface posterior	155.00
D2393	Resin-3 surface posterior	180.00
D2394	Resin-4/4+ surface posterior	200.00
D2940	Sedative Filling	75.00
D4341	Scaling and root planing (per quadrant)	100.00
D4355	Full mouth debridement	90.00
D4910	Periodontal Maintenance	120.00
D5110	Complete denture-maxillary	800.00
D5120	Complete denture-mandibular	800.00
D5130	Immediate denture-maxillary	875.00
D5140	Immediate denture-mandibular	875.00
D5211	Maxillary partial-resin base	600.00
D5212	Maxillary partial-resin base	600.00

Contractor Initials NAK  
 Date 2/24/15



**Exhibit B-1**

D5213	Max partial-cast metal w/resin	1,300.00
D5214	Mand partial-cast metal w/resin	1,200.00
D5410	Adjust complete denture, maxillary	50.00
D5411	Adjust complete denture, mandibular	50.00
D5421	Adjust partial denture, maxillary	50.00
D5422	Adjust partial denture, mandibular	50.00
D5520	Replace denture teeth	127.00
D5670	Replace All Teeth/Acrylic on cast metal framework\$359	359.00
D5750	Reline complete maxillary denture	244.00
D5751	Reline complete mandibular denture	244.00
D7140	Extraction-erupted/exposed	150.00
D7210	Extraction-surgical-imp bony	225.00
D7240	Removal of Impacted Tooth	348.00
D7310	Alveoloplasty - per quaddrant	275.00
D7472	Removal of torus palatinus Mandibular - 2 quadrants	400.00
D5760	Reline maxillary parital denture	99.00
D5761	Reline mandibular partial denture	99.00
D9110	Palliative Tx of Dental Pain	33.00
D9220	Gen anesthesia (first 30 minutes)	100.00
D9221	Gen anesthesia (each additional 15 minutes)	40.00
D9241	Intravenous Conscious Sedation/first 30 min	100.00
D9242	Intravenous Conscious Sedation/ea add'l 30 min	40.00
D9310	Dental Consultation	68.00
D9612	Parenteral Drug Injection (\$77 each)	77.00
D9940	Mouth Guard	110.00
	<i>Additional services may be approved by DHHS on a case by case basis</i>	
	R:\OCPH\FCH\STDHIV\Group\CARE Program\Policy & Procedures\Dental	



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
  
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
  
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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



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

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

**DEFINITIONS**

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

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

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

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

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

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

Exhibit C-1 – Revisions to General Provisions

Contractor Initials     

Date 2/24/15



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

*[Handwritten Signature]*  
Date 2/24/15



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

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

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

2/24/15  
Date

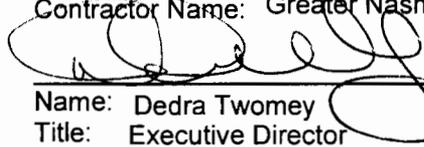
Contractor Name: Greater Nashua Dental Connection  
  
Name: Dedra Twomey  
Title: Executive Director

Exhibit D – Certification regarding Drug Free  
Workplace Requirements  
Page 2 of 2

Contractor Initials   
Date 2/24/15



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

2/20/15  
Date

Contractor Name: Greater Nashua Dental Connection  
[Signature]  
Name: Dedra Twomey  
Title: Executive Director

Exhibit E – Certification Regarding Lobbying

Contractor Initials \_\_\_\_\_



**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

*[Handwritten Signature]*  
Date 2/24/15



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Date 2/24/15

Contractor Name: Greater Nashua Dental Connection  
Name: Dedra Twomey  
Title: Executive Director

Contractor Initials DT  
Date 2/24/15



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

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

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

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

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

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex

New Hampshire Department of Health and Human Services  
Exhibit G



against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

Contractor Name: Greater Nashua Dental Connection

2/24/15  
Date

  
Name: Dedra Twomey  
Title: Executive Director

Exhibit G – Certification Regarding  
The Americans With Disabilities Act Compliance  
Page 2 of 2

Contractor Initials DT  
Date 2/24/15



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

2/24/15  
Date

Contractor Name: Greater Nashua Dental Connection  
[Signature]  
Name: Dedra Twomey  
Title: Executive Director

Exhibit H – Certification Regarding  
Environmental Tobacco Smoke  
Page 1 of 1

Contractor Initials [Signature]  
Date 2/24/15



Exhibit I

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

Exhibit I – Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contract.

Exhibit I – Health Insurance Portability and Accountability Act Business Associate Agreement

Contractor Initials

Handwritten initials, possibly "JL", written in black ink over a horizontal line.

Page 1 of 1

Date

Handwritten date "2/24/15" written in black ink over a horizontal line.



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

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

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

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

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

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

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

2/24/15  
Date

Contractor Name: Greater Nashua Dental Connection  
  
Name: Dedra Twomey  
Title: Executive Director

Contractor Initials   
Date 2/24/15



**FORM A**

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

1. The DUNS number for your entity is: 181901440
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: _____

Exhibit J – Certification Regarding the Federal Funding  
Accountability And Transparency Act (FFATA) Compliance  
Page 2 of 2

Contractor Initials

Date

[Signature]  
2/24/15

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA DENTAL CONNECTION, INC. is a New Hampshire nonprofit corporation formed October 7, 1998. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



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

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Greater Nashua Dental Connection  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 9, 2015:  
(Date)

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 9 day of March 2015  
(Date Contract Signed)

4. [Signature] is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsboro

The forgoing instrument was acknowledged before me this 9<sup>th</sup> day of March 2015.

By Joshua Osofsky  
(Name of Elected Officer of the Agency)

[Signature]  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 3/6/18

**Linda J. Scatzi**  
**NOTARY PUBLIC**  
**State of New Hampshire**  
**My Commission Expires 3/6/2018**

**GREATER NASHUA DENTAL CONNECTION, INC.**

**Written Consent**  
**of the Board of Directors to Action**  
**In Lieu of a Meeting**

The undersigned, being all of the members of the Board of Directors (the "Board") of Greater Nashua Dental Connection, Inc. (the "Corporation"), do hereby consent that the following actions be taken without a meeting pursuant to Article V, Section 2 of the Bylaws of the Corporation:

WHEREAS, the Corporation has previously participated in the New Hampshire Ryan White CARE Program (the "Program"); and

WHEREAS, the Corporation wishes to renew its participation in the Program and such renewal requires the Corporation to enter into a contract with the New Hampshire Department of Health and Human Services (a copy of which is attached hereto as Exhibit A) (the "Contract"); and

WHEREAS, the Board wishes to authorize the Corporation to enter into the Contract and to authorize the Executive Director to sign on behalf of the Corporation.

NOW THEREFORE, the Board of Directors does consent to the adoption of the following resolutions:

RESOLVED: That the Corporation is authorized to enter into the Contract.

RESOLVED: That Dedra Twomey, as the Business Manager of the Corporation, is hereby authorized, empowered and directed to execute the Contract and to take such other actions as she deems reasonably necessary to implement the foregoing resolution.

IN WITNESS WHEREOF, the undersigned have executed this consent as of this 9 day of March 2015.

[Signature Page Follows]

Board of Directors 2014-2015

Joshua Osofsky, DMD,  
(President)

Eliot Paisner, DMD (Vice  
President)

Donna L. Kalil, DMD (Previous  
Past President)

Claudie Mahar  
2ND Vice President

Linda Scalzi

Andrew Limbek  
(Treasurer)

Roberta Abodeely  
(Secretary)

Beth A. Kress, DDS

Melissa Mei-Yen Wu, MD

Michael Paisner, DMD

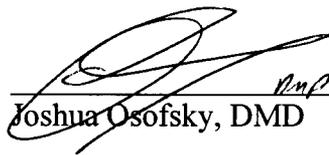
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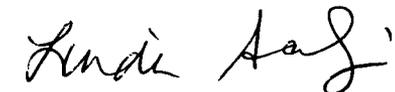
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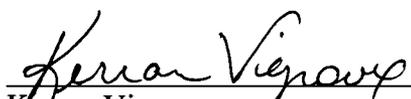
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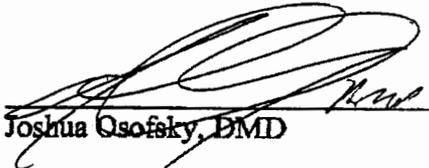
  
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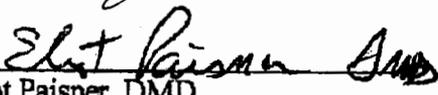
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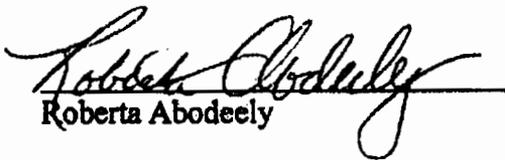
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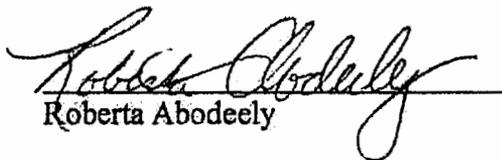
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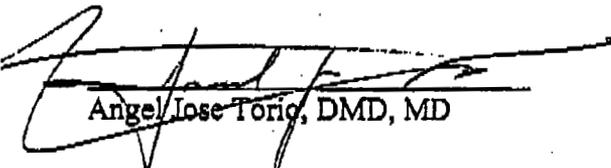
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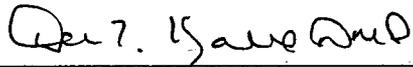
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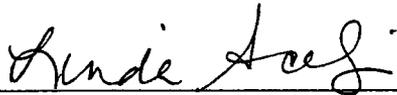


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Beth A. Kress, DDS

**GREATER NASHUA DENTAL CONNECTION, INC.**

**Written Consent**  
**of the Board of Directors to Action**  
**In Lieu of a Meeting**

The undersigned, being all of the members of the Board of Directors (the "Board") of Greater Nashua Dental Connection, Inc. (the "Corporation"), do hereby consent that the following actions be taken without a meeting pursuant to Article V, Section 2 of the Bylaws of the Corporation:

WHEREAS, the Corporation has previously participated in the New Hampshire Ryan White CARE Program (the "Program"); and

WHEREAS, the Corporation wishes to renew its participation in the Program and such renewal requires the Corporation to enter into a contract with the New Hampshire Department of Health and Human Services (a copy of which is attached hereto as Exhibit A) (the "Contract"); and

WHEREAS, the Board wishes to authorize the Corporation to enter into the Contract and to authorize the Executive Director to sign on behalf of the Corporation.

NOW THEREFORE, the Board of Directors does consent to the adoption of the following resolutions:

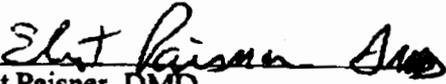
RESOLVED: That the Corporation is authorized to enter into the Contract.

RESOLVED: That Dedra Twomey, as the Business Manager of the Corporation, is hereby authorized, empowered and directed to execute the Contract and to take such other actions as she deems reasonably necessary to implement the foregoing resolution.

IN WITNESS WHEREOF, the undersigned have executed this consent as of this 24 day of October, 2014.

[Signature Page Follows]

Joshua Osofsky, DMD

  
Eliot Paisner, DMD  
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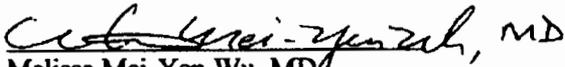
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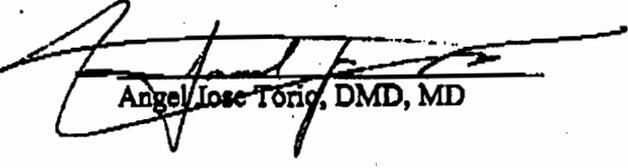
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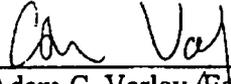
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## DESCRIPTIONS (Continued from Page 1)

Limits/Description: \$1M/\$3M

Cov/End Code: EFL

Description: Erisa Fiduciary Liability

Limits/Description: \$100,000

**GREATER NASHUA DENTAL CONNECTION, INC.**

**Financial Statements**

**For the Year Ended June 30, 2013**

**(With Independent Auditors' Report Thereon)**

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MELANSON HEATH & COMPANY, PC  
CERTIFIED PUBLIC ACCOUNTANTS  
MANAGEMENT ADVISORS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
Greater Nashua Dental Connection, Inc.

**Report on the Financial Statements**

We have audited the accompanying financial statements of Greater Nashua Dental Connection, Inc., which comprise the statement of financial position as of June 30, 2013, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

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

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

**Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Nashua Dental Connection, Inc. as of June 30, 2013, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Report on Summarized Comparative Information**

We have previously audited the Greater Nashua Dental Connection, Inc.'s fiscal year 2012 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated May 13, 2013. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2012 is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Melanson, Heath + Company P.C.*

Nashua, New Hampshire  
February 25, 2014

**GREATER NASHUA DENTAL CONNECTION, INC.**

Statement of Financial Position

June 30, 2013

(with comparative totals for the year ended June 30, 2012)

	<u>June 30,</u> <u>2013</u>	<u>June 30,</u> <u>2012</u>
<b><u>ASSETS</u></b>		
Current Assets:		
Cash and cash equivalents	\$ 71,104	\$ 144,308
Restricted cash	18,005	21,540
Accounts receivable, net	15,903	16,152
Promises to give	2,500	8,909
Prepaid insurance	3,903	5,551
Total Current Assets	<u>111,415</u>	<u>196,460</u>
Property and equipment, net	204,504	193,528
Investments	<u>246,901</u>	<u>220,705</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 562,820</u></b>	<b><u>\$ 610,693</u></b>
 <b><u>LIABILITIES AND NET ASSETS</u></b>		
Current Liabilities:		
Accounts payable	\$ 11,017	\$ 1,503
Accrued expenses	17,775	13,372
Total Current Liabilities	<u>28,792</u>	<u>14,875</u>
Note payable	<u>185,000</u>	<u>185,000</u>
<b>TOTAL LIABILITIES</b>	213,792	199,875
Net Assets:		
Unrestricted	331,023	389,278
Temporarily restricted	<u>18,005</u>	<u>21,540</u>
TOTAL NET ASSETS	<u>349,028</u>	<u>410,818</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 562,820</u></b>	<b><u>\$ 610,693</u></b>

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

**GREATER NASHUA DENTAL CONNECTION, INC.**

Statement of Activities

For the Year Ended June 30, 2013

(with comparative totals for the year ended June 30, 2012)

	Unrestricted	Temporarily Restricted	June 30, 2013	June 30, 2012
<b>Support and Revenue:</b>				
Net patient service revenue	\$ 402,855	\$ -	\$ 402,855	\$ 288,161
Grants and contributions	113,935	-	113,935	171,396
Donated services	27,656	-	27,656	26,237
Income from special events	74,519	-	74,519	76,987
Net assets released from restriction	3,535	(3,535)	-	-
Total Support and Revenue	622,500	(3,535)	618,965	562,781
<b>Functional Expenses:</b>				
Program services	549,108	-	549,108	407,030
General management	140,268	-	140,268	132,094
Fundraising	17,653	-	17,653	13,732
Total Functional Expenses	707,029	-	707,029	552,856
<b>Return (Loss) on Investments:</b>				
Interest and dividends	3,248	-	3,248	3,851
Realized gains	4,965	-	4,965	-
Unrealized gains (losses)	18,061	-	18,061	(6,103)
Total Return (Loss) on Investments	26,274	-	26,274	(2,252)
Change in Net Assets	(58,255)	(3,535)	(61,790)	7,673
Net Assets, Beginning of year, as restated	389,278	21,540	410,818	403,145
Net Assets, End of year	\$ 331,023	\$ 18,005	\$ 349,028	\$ 410,818

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

**GREATER NASHUA DENTAL CONNECTION, INC.**

Statement of Functional Expenses  
For the Year Ended June 30, 2013  
(with comparative totals for the year ended June 30, 2012)

	<u>Program Services</u>	<u>General Management</u>	<u>Fundraising</u>	<u>June 30, 2013</u>	<u>June 30, 2012</u>
Personnel Expense:					
Salary and wages	\$ 331,764	\$ 109,743	\$ -	\$ 441,507	\$ 340,035
Payroll taxes	29,036	9,093	-	38,129	31,056
Employee benefits	915	-	-	915	2,313
Accounting fees	-	13,096	-	13,096	8,765
Contracted services	5,090	-	-	5,090	-
Dental assistance	29,160	-	-	29,160	30,184
Dental supplies	64,930	-	-	64,930	51,153
Depreciation expense	26,084	5,365	-	31,449	22,318
Fundraising expenses	-	-	14,293	14,293	13,732
Grant acquisition	-	-	3,360	3,360	2,620
Information technology	3,702	-	-	3,702	2,211
Insurance	9,455	1,504	-	10,959	7,679
Occupancy	27,937	736	-	28,673	21,967
Office expenses	16,886	615	-	17,501	16,129
Other expenses	4,149	116	-	4,265	2,694
	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Total Expenses	<u>\$ 549,108</u>	<u>\$ 140,268</u>	<u>\$ 17,653</u>	<u>\$ 707,029</u>	<u>\$ 552,856</u>

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

**GREATER NASHUA DENTAL CONNECTION, INC.**

Statement of Cash Flows  
For the Year Ended June 30, 2013  
(with comparative totals for the year ended June 30, 2012)

	<u>June 30,</u> <u>2013</u>	<u>June 30,</u> <u>2012</u>
<u>Cash Flows From Operating Activities</u>		
Change in Net Assets	\$ (61,790)	\$ 7,673
Adjustments to reconcile change in Net Assets to net cash (used in) provided by operating activities:		
Depreciation	31,449	22,318
Unrealized (gain) loss on investments	(18,061)	6,103
Realized gain on investments	(4,965)	-
(Increase) decrease in:		
Accounts receivable, net	249	43
Promises to give	6,409	(2,659)
Prepaid insurance	1,648	1,408
Increase (decrease) in:		
Accounts payable	9,514	(22)
Accrued expenses	4,403	8,896
	<u>(31,144)</u>	<u>43,760</u>
Net cash (used in) provided by operating activities	(31,144)	43,760
 <u>Cash Flows From Investing Activities</u>		
Purchase of property and equipment	(42,425)	(10,774)
Purchase of investments	(3,170)	(3,574)
	<u>(45,595)</u>	<u>(14,348)</u>
Net cash used in investing activities	(45,595)	(14,348)
Net increase (decrease) in Cash and Cash Equivalents	(76,739)	29,412
Cash and Cash Equivalents, Beginning of year	<u>165,848</u>	<u>136,436</u>
Cash and Cash Equivalents, End of year	<u>\$ 89,109</u>	<u>\$ 165,848</u>

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

# GREATER NASHUA DENTAL CONNECTION, INC.

## Notes to the Financial Statements

### 1. Nature of Business

Greater Nashua Dental Connection, Inc. (the "Clinic") was established to improve access to affordable dental care for individuals and families who qualify for services. The primary focus is to provide access to dental care for residents in the Greater Nashua, New Hampshire area. The Clinic's primary source of funding is state and local grants, along with community support. The availability of funding may vary as a result of government budget constraints and changing economic conditions.

### 2. Summary of Significant Accounting Policies

The following is a summary of significant accounting policies of the Clinic used in preparing and presenting the financial statements.

#### Accounting for Contributions and Financial Statement Presentation

The Clinic follows Accounting for Contributions Received and Contributions Made and Financial Statements of Not-for-Profit Organizations as required by the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC"). Under these guidelines, the Clinic is required to distinguish between contributions that increase permanently restricted net assets, temporarily restricted net assets, and unrestricted net assets. It also requires recognition of contributions, including contributed services, meeting certain criteria at fair values. These reporting standards establish standards for financial statements of not-for-profit organizations and require a Statement of Financial Position, a Statement of Activities, a Statement of Functional Expenses, and a Statement of Cash Flows.

#### Basis of Accounting

Revenues and expenses are reported on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to the date of receipt or payment of cash. Contributions are reported in accordance with FASB ASC Accounting for Contributions Received and Contributions Made.

#### Restricted and Unrestricted Revenue

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period

in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions

#### Cash and Cash Equivalents

The Clinic considers all unrestricted highly liquid investments with an initial maturity of three months or less to be cash equivalents.

#### Investments

The Clinic carries investments in marketable securities with readily determinable fair values in the Statement of Financial Position. Unrealized gains and (losses) are included in the change in net assets in the Statement of Activities.

#### Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Clinic's management and adjusted as required through the provision for doubtful accounts. In determining the amount required in the allowance account, management has taken into account a variety of factors, which include past due status and the age of the receivable.

#### Property and Equipment

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. The Clinic charges annual amounts of depreciation in order to allocate the cost of property and equipment over their estimated useful lives. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets. Repairs and maintenance are charged to expense when incurred.

<u>Assets</u>	<u>Years</u>
Building	30
Building improvements	3 - 7
Equipment, furniture, and software	3 - 5
Vehicles	5

#### Functional Expenses

The costs of providing various programs and activities have been summarized on a functional basis in the Statement of Activities and in the

Statement of Functional Expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

#### Donated Services

The Clinic receives donated services from a variety of unpaid volunteers assisting the Clinic in its programs. No amounts have been recognized in the Statement of Activities because the criteria for recognition of such volunteer effort under generally accepted accounting principles ("GAAP") have not been satisfied.

Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at their fair values in the period received.

#### Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual amounts could differ from those estimates.

#### Tax Status

The Clinic is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an Clinic described in Section 501(c)(3). The Clinic has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

The Clinic follows FASB ASC 740, Accounting for Uncertainty in Income Taxes, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. Accounting for Uncertainty in Income Taxes, did not have a material impact on the Clinic's financial statements.

The Clinic's Federal Form 990 (Return of Organization Exempt from Income Tax) for fiscal years 2010, 2011, and 2012 are subject to examination by the Internal Revenue Service, generally for three years after they were filed.

#### Reclassifications

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform to the presentation in the current-year financial statements.

**3. Concentration of Credit Risk – Cash and Cash Equivalents**

The carrying amount of the Clinic's deposits with financial institutions was \$89,109 and \$165,848 at June 30, 2013 and 2012, respectively. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank. The bank balance was fully insured by FDIC at June 30, 2013.

**4. Accounts Receivable, Net**

The balance in accounts receivable consisted of the following:

	June 30, <u>2013</u>	June 30, <u>2012</u>
Medicaid receivable	\$ 8,689	\$ 7,214
Patient receivable	33,921	38,136
Employee advances	<u>-</u>	<u>(145)</u>
Accounts receivable, gross	42,610	45,205
Less: Allowance for doubtful accounts	<u>(26,707)</u>	<u>(29,053)</u>
Accounts receivable, net	<u>\$ 15,903</u>	<u>\$ 16,152</u>

**5. Promises to Give**

Promises to give consist of the following for the years ended:

<u>Funding Source</u>	June 30, <u>2013</u>	June 30, <u>2012</u>
United Way - NPCC	<u>\$ 2,500</u>	<u>\$ 8,909</u>
Total	<u>\$ 2,500</u>	<u>\$ 8,909</u>

**6. Property and Equipment, Net**

The balance in property and equipment consisted of the following:

	June 30, 2013	June 30, 2012
Land	\$ 27,750	\$ 27,750
Building	157,250	157,250
Building improvements	87,712	87,712
Equipment, furniture, and software	238,302	196,027
Vehicles	20,150	20,000
Property and equipment, gross	531,164	488,739
Less: Accumulated depreciation	<u>(326,660)</u>	<u>(295,211)</u>
Property and equipment, net	<u>\$ 204,504</u>	<u>\$ 193,528</u>

## 7. Investments

The Clinic's investments are reported on the basis of quoted market prices and consist of the following:

	June 30, 2013	June 30, 2012
Fair market value:		
Fidelity Asset Manager	\$ 146,617	\$ 220,705
Fidelity Contrafund	30,279	-
Fidelity Cash Reserves	<u>70,005</u>	<u>-</u>
Total	246,901	220,705
Less: Cost	<u>(237,701)</u>	<u>(229,565)</u>
Unrealized gain (loss)	<u>\$ 9,200</u>	<u>\$ (8,860)</u>

## 8. Accrued Expenses

Accrued expenses consist of the following:

	June 30, 2013	June 30, 2012
Accrued payroll	\$ 8,149	\$ 6,468
Accrued compensated absences	8,942	6,412
Accrued other	<u>684</u>	<u>492</u>
Total accrued expenses	<u>\$ 17,775</u>	<u>\$ 13,372</u>

**9. Note Payable**

The Clinic has a note payable dated January 2000, totaling \$185,000 to the City of Nashua, New Hampshire under a Community Development Block Grant. This note is secured by a mortgage on the 31 Cross Street property. No repayment is required herein as long as the Clinic complies with certain twenty-year restrictions contained in the loan agreement related to use and disposition of the property.

**10. Temporarily Restricted Net Assets**

At June 30, 2013, \$18,005 of net assets was temporarily restricted for Gateway Community Services approved clients.

Net assets are released from restrictions by incurring expenses satisfying the restricted purpose.

**11. Fair Value Measurement**

FASB ASC 820, Fair Value Measurements, provides guidance for using fair value to measure assets and liabilities. Fair Value Measurements applies whenever other standards require or permit assets or liabilities to be measured at their fair market value. The standard does not expand the use of fair value in any new circumstances. Under Fair Value Measurements, fair value refers to the price that would be received from the sale of an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. Fair Value Measurements clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions.

Under Fair Value Measurements, the Clinic categorizes its fair value estimates based on a hierarchical framework associated with three levels of price transparency utilized in measuring financial instruments at fair value. Classification is based on the lowest level of input that is significant to the fair value of the instrument. The three levels are as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;
- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and

- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

The carrying amounts of cash and cash equivalents approximate fair value because of the short maturity of those financial instruments. The carrying amounts of investments are at fair value using observable market prices in active markets.

The fair value of the note payable is not available.

**12. Net Patient Service Revenue**

The Clinic has an agreement with Medicaid that provides for payments at statewide prospectively determined rates per service. The prospectively determined rates are not subject to retroactive adjustment.

Net patient service revenue for the years ended are as follows:

	June 30, 2013	June 30, 2012
Medicaid	\$ 210,884	\$ 86,368
Private pay	191,971	201,793
Net patient service revenue	<u>\$ 402,855</u>	<u>\$ 288,161</u>

**13. Donated Services**

Donated services represent the estimated fair value of professional dental services received. Donated services are reflected in the financial statements at the fair value of the services received. The contributions of services are recognized if the services received (a) create or enhance non-financial assets or (b) require specialized skills that are provided by individuals possessing those skills and would typically need to be purchased if not provided by donation. The value of services donated by area dentists amounted to \$27,656 and \$26,237 for the years ended June 30, 2013 and 2012, respectively.

**14. Beginning Net Assets Restatement**

Beginning net assets were decreased by \$7,762 to properly reflect accounts receivable, net of allowance for doubtful accounts, at June 30, 2012.

**15. Subsequent Events**

In accordance with the provisions set forth by FASB ASC 855, Subsequent Events, events and transactions from July 1, 2013 through February 25, 2014, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that there were no material events that would require disclosure in the Clinic's financial statements through this date.

Since 1999, the Greater Nashua Dental Connection has improved the dental health and overall health of thousands in need. While the quality of care and mission of the GNDC have remained the same, its service area has dramatically changed. As demand for affordable oral health care has risen beyond the capacity of some oral health programs, the GNDC has grown from a clinic serving Greater Nashua residents to an agency that now provides affordable oral health care to those in need throughout New Hampshire. The strength and success of the GNDC lies in its collaborative design and its ability to respond and adapt to meet community need

The mission of the Greater Nashua Dental Connection is to provide access to affordable oral health care to those in need. Governed by a committed seventeen member board, the GNDC provides comprehensive, preventive, restorative and emergency oral health care to an increasingly diverse population that includes children, low-income and uninsured persons, veterans, refugees, and elderly, prenatal, mentally-ill, HIV/AIDS patients and disabled persons. Those who are currently eligible for services include children and adults living in New Hampshire who: are without insurance or; eligible for Medicaid of NH or are in need of affordable, quality dental care. Payment for services is determined on an individual basis and payment plans are encouraged. Although patients are expected to pay a nominal fee for all services, the GNDC will never refuse a patient emergency treatment based on their inability to pay. Originally, most GNDC clients were categorized as below 200% of the national poverty level, but this is typically no longer the case. There is a growing demand for affordable oral health care specifically within newly identified at risk populations that include adults between the ages of 18 and 26, refugees, veterans and families- all who do not have insurance or qualify for Medicaid.

**Board of Directors 2014-2015**

**Joshua Osofsky, DMD**  
(President)

**Eliot Paisner, DMD**  
(Vice President)

**Donna L. Kalil, DMD**  
(Previous Past President)

**Claudie Mahar**  
2<sup>ND</sup> Vice President

**Linda Scalzi**

**Andrew Limbek**  
(Treasurer)

**Roberta Abodeely**  
(Secretary)

**Melissa Mei-Yen Wu, MD**

**Michael Paisner, DMD**

**Kathleen Cowette**

**Angel Jose Torio, DMD. MD**

**Kerran Vigroux**

**Edward Ferrero**

**Adam C. Varley**

## GREATER NASHUA DENTAL CONNECTION

### Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Dedra Twomey	Executive Director	\$72,400	0	0
Lauren R. Johnson Brenner	DMD	\$30,000	.25 %	\$1000
Christopher Moriarty	DMD	\$55,000	.75 %	\$1800
Amanda M. Smith	DMD	\$30,000	less than .25%	to be determined (new hire)

## DEDRA TWOMEY

**April 2007-Present**

**Greater Nashua Dental Connection**

**Business Manager**

Responsible for all financial reporting  
Prepare and review yearly budget for approval  
Prepare end of month, quarterly, and year end reporting  
Implement internal Controls  
Yearly audit  
Grant Management  
Accounts Payable/Accounts Receivable  
Bank reconciliations  
Employee Payroll  
Human Resource functions  
Property Management  
Fundraising

**2004 - 2007**

**Rockingham Park Race Track**

**Pari-mutuels Clerk**

Deal directly with public  
Controller/Money Clerk - reconciling daily cash activity

**2000 - 2005**

**K.C. Electric Co., Inc.**

**Office Manager**

Accounts Payable/Accounts Receivable  
Employee Payroll  
Responsible for all incoming and outgoing correspondence  
End of month, quarterly, and year end reporting  
Reconciliations

**1992 - 1995**

**Newburg Construction**

**Office Manager**

Accounts Payable/Accounts Receivable  
Employee Payroll  
Responsible for all incoming and outgoing correspondence  
End of month, quarterly, and year end reporting  
Reconciliations

**EDUCATION:**

Winthrop High School, Winthrop MA  
St. Pete College, St. Pete, FL

**References available upon request**

**Lauren R. Johnson, D.M.D.**

Objective: A position for a general dentist who has the compassion and skill to be an effective practitioner.

Education:

**University of Pennsylvania School of Dental Medicine**, Philadelphia, Pa  
Doctor of Medical Dentistry, awarded May 2012

**Franklin & Marshall College**, Lancaster, Pa  
Bachelor of Arts, awarded May 2006  
Anthropology Major, GPA: 3.85  
Exploration: Public Health Policy  
Overall GPA: 3.82; Class Rank: 26/428

**New England Emergency Medical Services Institute**, Manchester, NH  
Emergency Medical Technician (EMT) License, August 2002

Honors and Achievements:

**Buchanan Scholarship** to Franklin & Marshall College  
**Honor's List:** (Awarded to semester average of 3.7 or better) Fall 2002,  
Spring and Fall 2003, Fall 2004, Spring, Fall 2005, Spring 2006  
**Dean's List:** (Awarded to semester average of 3.25 or better) Spring 2004  
**Charles Mayard Travel Grant**, Spring 2005  
**Pi Gamma Mu Social Science Honor Society**  
**Black Pyramid Senior Honor Society**  
**Phi Beta Kappa Honor Society**  
**Magna Cum Laude**

Activities:

2009-2012	University of Pennsylvania School of Dental Medicine: Penn Smiles
2009-11	University of Pennsylvania School of Dental Medicine Oral Cancer Walk Society volunteer
2008	Projects Abroad Volunteer Organization: Limpopo National Wildlife Reserve, Botswana
2006	Brush, Brush Smile Mobile Dental Clinic
2002-2005	Executive Board Member, College Entertainment Committee
2002-2006	Member, F&M Cares Community Service Club
2002-2004	Photographer, College Reporter, Franklin & Marshall's newspaper

Summer and Part-time Work:

**New Boston Dental Care**, New Boston, NH  
Part-time Associate General Dentist, provide dental care of the highest quality. I  
diagnose, prevent, and treat oral maladies. Currently, I am under the mentorship of Dr. R.  
C. Brenner & Dr. A. Elliot; I am benefitting greatly from their experience & knowledge.  
July 2012- Present

**Greater Nashua Dental Connection (GNDC)**, Nashua, NH  
Part-time Associate General Dentist, provide dental care of the highest quality. GNDC is  
a non-profit organization providing access to affordable healthcare to the underserved  
populations of New Hampshire. July 2012- Present.

**Concord Oral Surgery**, Concord, NH

Surgical assistant assist oral surgeons during procedures that may or may not require intravenous sedation. I was responsible for preparing the patient for surgery, assisting the surgeon and monitoring the patient's vital signs during surgery, and post-procedural care of the patient. April 2007- August 2007

**Brush, Brush Smile Mobile Dental Clinic, Lancaster, Pa**

Volunteer dental assistant, providing dental care to children under the age of 18, who are on Medicaid or do not have health insurance. Spring 2006

**New Hampshire Division of Historical Resources, Concord, NH**

Chosen as an intern for the New Hampshire State Conservation and Rescue Archaeology Program to help organize and run an archaeological field school for high school and college students. Summer 2005

**New Boston Dental Care, New Boston, NH**

Dental assistant, and laboratory technician, assisted dentist in routine, emergency, and surgical procedures. I was responsible for preparing impressions of teeth and making dental appliances. 1997-2006

JOHNSON, LAUREN R, D.M.D.  
NEW BOSTON DENTAL CARE PPLC  
52 HIGH ST  
NEW BOSTON, NH 03070-0000-000



DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FB3355547	12-31-2015	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	PRACTITIONER	07-17-2012
JOHNSON, LAUREN R, D.M.D. NEW BOSTON DENTAL CARE PPLC 52 HIGH ST NEW BOSTON, NH 03070-0000		

**CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE**  
UNITED STATES DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT ADMINISTRATION  
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.**

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UNITED STATES DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT ADMINISTRATION  
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FB3355547	12-31-2015	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	PRACTITIONER	07-17-2012
JOHNSON, LAUREN R, D.M.D. NEW BOSTON DENTAL CARE PPLC 52 HIGH ST NEW BOSTON, NH 03070-0000		

Form DEA-223 (4/07)

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

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DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FB3355547	12-31-2015	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	PRACTITIONER	07-17-2012
JOHNSON, LAUREN R, D.M.D. NEW BOSTON DENTAL CARE PPLC 52 HIGH ST NEW BOSTON, NH 03070-0000		

**CONTROLLED SUBSTANCE/REGULATED CHEMICAL REGISTRATION CERTIFICATE**  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 858) of the Controlled Substance Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

**THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.**

Form DEA-223/011 (4/07)

**REPORT  
CHANGES  
PROMPTLY**

**REQUESTING MODIFICATIONS TO YOUR REGISTRATION CERTIFICATE**

To request a change to your registered name, address, the drug schedule or the drug codes you handle, please

1. visit our web site at [dea/diversion.usdoj.gov](http://dea diversion.usdoj.gov) - or
2. call our customer Service Center at 1-(800) 883-8638 - or
3. submit your change(s) in writing to:  
 Drug Enforcement Administration  
 P.O. Box 29063  
 Washington, DC 20063

See Title 21 Code of Federal Regulations, Section 1301.51 for complete instructions.

----- You have been registered to handle the following chemical/drug codes: -----

RSA 317-A:13, III License Renewal states All persons licensed to practice dentistry or dental hygiene in this state shall notify the board in writing within 10 days of any change of business or residential address which may occur during the period between biennial registrations.

LAUREN R BRENNER, DMD  
471 SILVER ST APT #305  
MANCHESTER NH 03103



State of New Hampshire

Board of Dental Examiners

LAUREN R BRENNER, DMD

Active Lic #: 03910

Issued: 07/06/2012

Expires: 04/30/2016

*Stacy A. Parde*  
President

## **Christopher Moriarty**

### **Education:**

Tufts School of Dental Medicine, Boston, MA  
Doctor of Dental Medicine 2012

Saint Joseph's University, Philadelphia, PA  
Bachelor of Science in Biology, 2008

### **Experience:**

Associate Dentist, Greater Nashua Dental Connection, Nashua NH, October 2012 to present

General dentistry in a public health setting providing simple restorative, removable prosthetics, extractions and dental triage to an in need patient population.

Associate Dentist, John Machell DMD, Nashua NH July 2012 to present

General family dentistry encompassing restorative, fixed and removable prosthetics, endodontics, simple extractions and socket preservation.

North Shore Community Health Center, Salem, MA 2011

Performed procedures on patients living in the underserved community; gained working experience in operative, prosthodontics, emergency, oral surgery and endodontics.

Ethics, Professionalism and Citizenship Committee,  
Tufts University School of Dental Medicine 2008-2012

As an elected class representative, worked with other committee members to uphold the school's honor code and promote professional and ethical behavior within the school.

### **Honors:**

Dr. Alfred Osher and Mrs. D. Suzi Osher Scholarship, 2012

Awarded to students with exceptional personal and work ethics

Dr. Robert J. Chapman Scholarship in Ethics, 2011

Awarded to students who promote ethics and professionalism within the school

Saint Joseph's University Merit Scholarship, 2004-2008

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**State of New Hampshire**  
Board of Dental Examiners

**CHRISTOPHER S MORIARTY, DMD**

Active Lic #: 03919  
Issued: 07/20/2012  
Expires: 04/30/2016

CHRISTOPHER S. MORIARTY, DMD  
22 RAYMOND ST  
NASHUA NH 03064

*Steph A. Ponde*  
President

# AMANDA M. SMITH, DMD, MPH

## Education

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UNIVERSITY OF LOUISVILLE SCHOOL OF DENTAL- Louisville, KY  
Doctor of Dental Medicine, 2010-2014

UNIVERSITY OF NEW ENGLAND- Biddeford, ME  
Masters of Public Health, 2008-2010

UNIVERSITY OF NEW ENGLAND- Biddeford, ME  
Bachelors of Science, 2003-2007

## Professional Experience

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FAMILY DENTAL CARE OF MILFORD- Milford, NH  
Part Time Associate Dentist, June 2014- Present

- A private practice caring for the dental needs of children and adults.

GREATER NASHUA DENTAL CONNECTION- Nashua, NH  
Part Time Associate Dentist, July 2014- Present

- Community clinic providing oral health care service to the underserved population of New Hampshire.

## LICENSURE

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GENERAL DENTIST  
License #04055

## MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

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American Dental Association, 2010- Present  
New Hampshire Dental Society, 2014- Present

## PUBLICATIONS

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Staiti, A., et al. "A microdialysis study of the medial prefrontal cortex of adolescent and adult rats." *Neuropharmacology*. September 2011.



*State of New Hampshire*

Board of Dental Examiners

AMANDA M SMITH, DMD

Active Lic #: 04055  
Issued: 06/11/2014  
Expires: 04/30/2016

*Stacy Perle DMD*  
President

RSA 317-A :13, III License Renewal states All persons licensed to practice dentistry or dental hygiene in this state shall notify the board in writing within 10 days of any change of business or residential address which may occur during the period between biannual registrations.

AMANDA M SMITH, DMD  
FAMILY DENTAL CARE OF MILFORD  
154 ELM ST  
MILFORD NH 03055

NPI # 1922412816

SMITH, AMANDA M (DMD)  
154 ELM STREET  
MILFORD, NH 03055-0000-000



DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FS4811011	02-28-2017	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	PRACTITIONER	06-16-2014
SMITH, AMANDA M (DMD) 154 ELM STREET MILFORD, NH 03055-0000		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE  
UNITED STATES DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT ADMINISTRATION  
WASHINGTON D.C. 20537

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UNITED STATES DEPARTMENT OF JUSTICE  
DRUG ENFORCEMENT ADMINISTRATION  
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FS4811011	02-28-2017	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5,	PRACTITIONER	06-16-2014
SMITH, AMANDA M (DMD) 154 ELM STREET MILFORD, NH 03055-0000		

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