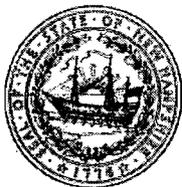


MJT
36



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

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 7, 2014

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

REQUESTED ACTION

100% Federal funds

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an Agreement with a dental contractor to provide limited dental treatment to adults age sixty (60) and older that will be participating in a dental screening project. No maximum or minimum client and service volume is guaranteed. Accordingly, the price limitation among all Agreements is \$22,309 each State Fiscal Year for a total of \$44,618. The Agreements are effective date of Governor and Executive Council approval through June 30, 2015.

VENDOR	LOCATION
James B. Manning, DDS, P.C.	Brookfield, NH

Funding to support this request is available in the following account in State Fiscal Years 2014 and 2015 and with authority to adjust amounts within the price limitation and between State Fiscal Years, if needed and justified.

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS

Fiscal Year	Class/Account	Class Title	Total Amount
SFY 2014	102-500731	Contracts for Program Services	\$22,309
SFY 2015	102-500731	Contracts for Program Services	\$22,309
			\$44,618

EXPLANATION

This Requested Action seeks approval of 1 of 6 agreements that will ensure the provision of dental services to older adults who do not have resources for dental care and are in immediate need of dental intervention to relieve pain and infection. Four of the six agreements were approved at the January 15, 2014 Governor and Executive Council meeting and the Department anticipates that the remaining agreement will be presented at a later Governor and Executive Council meeting.

During the prior biennium Governor and Executive Council approved the Department to establish a consultant list of New Hampshire licensed dentists and to enter into agreements with them as necessary. The Department entered into five Agreements with dentists/dental practices to provide

dental treatments. The Department sent a letter to these five previous contractors inviting them to participate in the Oral Health Program in State Fiscal Years 2014 and 2015 and subsequently released a Request for Applications on October 17, 2013 to solicit additional dentists to participate in providing dental services to clients in additional areas of the state. The Request for Applications resulted in one additional dental practice in the Portsmouth area.

Individuals receiving dental services were screened in advance by Public Health dental hygienists working under the auspices of the Department's Oral Health Program. The Oral Health Program Manager will refer these eligible individuals to participating dental clinics/practices to receive needed care and treatment.

There is a \$1,500 limit per client per year for dental treatment. The current dental fee schedule has been updated to include coverage of Periodontal scaling/root planing procedures to treat gum disease and/or infection. (See attached fee schedule).

Nineteen clients received needed dental treatment and services in the first phase of this dental collaboration between the Bureau of Elderly and Adult Services and Division of Public Health. Participating clients received a variety of dental procedures to address and alleviate pain and infection to facilitate their ability to once again eat and chew comfortably.

Should the Governor and Executive Council determine to not authorize this request, adults age 60 and older with immediate dental need and without access to care will continue to face barriers to dental treatment and remain at high risk for compromised health. Oral health interventions could improve the oral health of older adults, support their well-being and prevent the need for more costly care. Those seeking relief of pain and infection commonly go to hospital emergency departments. Patients are treated with medication to ease the pain and infection, but the underlying cause of the problem is not resolved.

The performance of this program will continued to be measured by the number of identified older adults that actually receive dental treatment to relieve their pain, swelling and/or infection.

The geographic area to be served is statewide.

Source of Funds: 100% Federal Administration for Community Living, Special Programs for the Aging Title III, Part D Disease Prevention and Health Promotion Services.

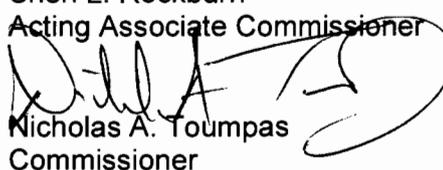
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Sheri L. Rockburn
Acting Associate Commissioner

Approved by:



Nicholas A. Youmpas
Commissioner

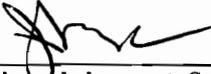
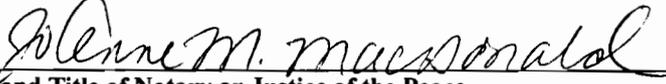
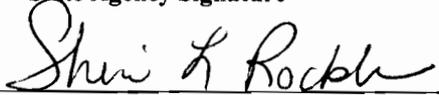
Subject: Senior Oral Health Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name James B. Manning DDS, P.C.		1.4 Contractor Address 410 Wentworth Road Brookfield, NH 03872-7106	
1.5 Contractor Phone Number 603-522-9900	1.6 Account Number 05-95-48-481010-89170000-102-500731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$44,618.00
1.9 Contracting Officer for State Agency Mary Maggioncalda, Administrator		1.10 State Agency Telephone Number 603 271 9096	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory J.B. Manning DDS, Owner	
1.13 Acknowledgement: State of <u>NH</u> County of <u>Carroll</u> On <u>12/10/13</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		JoAnne M. MacDonald NOTARY PUBLIC OF NEW HAMPSHIRE My Commission Expires May 23, 2017	
1.13.2 Name and Title of Notary or Justice of the Peace JoAnne MacDonald Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Sheri L. Rockburn Acting Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>12-24-13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

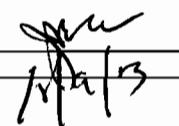
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

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

Contractor Initials:

Date:

Handwritten signature and date: 1/12/13

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

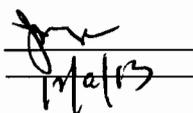
Handwritten signature and date in black ink, with the signature appearing to be 'Matis' and the date '1/15'.



Exhibit A

Scope of Services

1. Program Name: Senior Oral Health Program

1.1. Purpose:

The purpose of this Agreement is to provide dental treatment to adults age 60 years or older in need of early, imminent or immediate care. The goal of the program is to: 1) identify adults age 60 and over who are in obvious need of dental care and treatment, as described above, and who lack resources to pay for care; 2) coordinate needed dental care and treatment with a participating dentist/dental practice; and 3) alleviate pain, infection and suffering, and/or restore individuals' ability to eat comfortably.

Under the Senior Oral Health Program, a licensed community-based dental hygienist, working under the supervision of the Department of Health and Human Services (DHHS), Division of Public Health Services' (DPHS) Oral Health Program Manager, shall conduct dental screenings at designated senior center/congregate meal sites. The hygienist shall screen and identify older adults with urgent need (pain and/or infection) or otherwise in need of urgent or early care (within the next several weeks) and will provide this information to the DHHS DPHS' Oral Health Program Manager. Older adults identified as being in need of early, imminent or immediate care shall be referred by the DHHS DPHS' Oral Health Program Manager to a participating dental practice to receive dental treatment. To ensure that individuals follow-through with the referral, the Oral Health Program Manager shall coordinate with the participating dental practice and the individual to facilitate appointments as needed.

2. Provision of Services:

Under this agreement dentists treating individuals referred to their practices shall:

- 2.1 Accept referrals from the DHHS DPHS' Oral Health Program Manager.
- 2.2 Complete an oral health assessment and develop a treatment plan based on identified needs.
- 2.3 Schedule appointments and follow up for dental services based on the treatment plan.
- 2.4 Perform, with the individual's approval, dental services and treatment.

3. Licensing Requirements:

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

4. Equal Access to services:

To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provided to them without language assistance.



Exhibit A

5. DHHS' Bureau of Elderly and Adult Services' (BEAS) State Registry:
Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires that all employers of programs that are licensed, certified, or funded by the NH Department of Health and Human Services to provide services, submit the name of prospective employees who may have client contact for review against the registry of founded reports of abuse, neglect, and exploitation of incapacitated adults.

6. Contract Monitoring:
The State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.

7. Entire Agreement:
The following documents are incorporated by reference into this Agreement and they constitute the entire Agreement between the State and the Contractor: 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 and Accountability Act Business Associate Agreement, and Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

Remainder of Page Left Intentionally Blank



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 Elderly and Adult Services shall reimburse the Contractor for actual dental service(s) provided by the contractor to eligible individuals, resulting from referrals made by the DPHS Oral Health Program Manager. Reimbursement shall be based on the Senior Oral Health Program, Dental Fee Schedule, identified in Exhibit B-1.
2. Reimbursement Limits per Patient. Reimbursement is limited to \$1,500 per patient per state fiscal year, depending on the availability of funding. Any additional treatment that exceeds the limit per patient shall be at the sole expense of the dentist.
3. Price Limitation. This Agreement is one of multiple Agreements that will serve the Senior Oral Health 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.
4. 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 non-compliance with any Federal or State Law, rule or regulation applicable to the services provided, or if the said services have not been satisfactory completed in accordance with the terms and condition of this Agreement.
5. The funding source for this Agreement for Dental Services is 100% federal funds from the Administration for Community Living, Title III, Part D, Disease Prevention and Health Promotion Services, CFDA 93.043.
6. Contract dentists shall complete and submit Dental Claim Forms provided by the Bureau of Elderly and Adult Services for each client, due within 15 days from the date of treatment.

Dental Claim forms shall be sent to:
Bureau of Elderly and Adult Services
Supervisor, Community Programs and Long-Term Care
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

7. The contractor shall have or secure a vendor number with the State of New Hampshire to receive payment from the DHHS.
8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.



Exhibit B-1

Senior Oral Health Program
Dental Fee Schedule

<u>Code</u>	<u>Procedure</u>	<u>Fee</u>
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 ea. add'l	\$ 10.00
D0330	Panoramic film	\$ 83.00
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
D4341	Periodontal scaling/root planing (per quadrant)	\$100.00
D4355	Full mouth debridement	\$90.00
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	Mandibular partial-resin base	\$ 600.00
D5650	Add tooth to existing partial	\$ 68.00
D5410	Adjust complete denture, maxillary	\$ 65.00
D5411	Adjust complete denture, mandibular	\$ 65.00
D5421	Adjust partial denture, maxillary	\$ 55.00
D5422	Adjust partial denture, mandibular	\$ 55.00
D5750	Reline complete maxillary denture	\$ 244.00



Exhibit B-1

Senior Oral Health Program Dental Fee Schedule

<u>Code</u>	<u>Procedure</u>	<u>Fee</u>
D5751	Reline complete mandibular denture	\$ 244.00
D5760	Reline maxillary partial denture	\$ 85.00
D5761	Reline mandibular partial denture	\$ 85.00
D7140	Extraction-erupted/exposed	\$ 150.00
D7210	Extraction-surgical-imp bony	\$ 225.00

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

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

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

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

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

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-1

ADDITIONAL SPECIAL 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. Subparagraph 14.1.3 and 14.1.4 of the General Provisions of this contract are added:

14.1.3 professional liability against wrongful act, occurrence or personal injury offense limit for coverages for professional liability, good samaritan liability, malpractice liability, and personal injury liability, in amounts of not less than \$1,000,000 each claim and \$3,000,000 general aggregate; and

14.1.4 the contractor shall be responsible that the dentist performing services under this agreement maintains professional liability insurance.

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

JBS Manning DDS *effective date of contract*
 (Contractor Name) From: To: 6/30/15
 (Period Covered by this Certification)

JBS Manning DDS, owner
 (Name & Title of Authorized Contractor Representative)

[Signature] 1/2/13
 (Contractor Representative Signature) (Date)

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

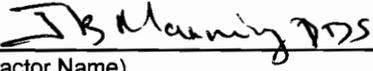
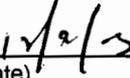
Contractor Initials:
Date:

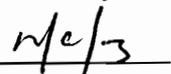
LOWER TIER COVERED TRANSACTIONS

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

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

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

 _____ (Contractor Representative Signature)	 _____ (Authorized Contractor Representative Name & Title)
 _____ (Contractor Name)	 _____ (Date)

Contractor Initials: 
Date: 

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

 _____
(Contractor Representative Signature)

JB Hannig DDS owner _____
(Authorized Contractor Representative Name & Title)

JB Hannig DDS _____
(Contractor Name)

12/2/13 _____
(Date)

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(3) Obligations and Activities of Business Associate.

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

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

Department of Health & Human Services JB Manning DDS
The State Agency Name Name of the Contractor

Sheri L. Rockburn [Signature]
Signature of Authorized Representative Signature of Authorized Representative

Sheri L. Rockburn JB Manning DDS
Name of Authorized Representative Name of Authorized Representative

Acting Associate Commissioner owner
Title of Authorized Representative Title of Authorized Representative

12/23/13 1/2/13
Date Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

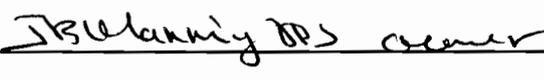
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

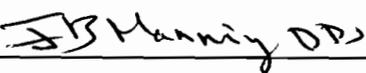
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.



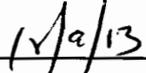
(Contractor Representative Signature)



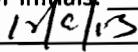
(Authorized Contractor Representative Name & Title)



(Contractor Name)



(Date)

Contractor initials: 
Date: 
Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: _____

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

NO

_____ YES

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

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

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

_____ NO

_____ YES

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

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

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

Name: _____

Amount: _____

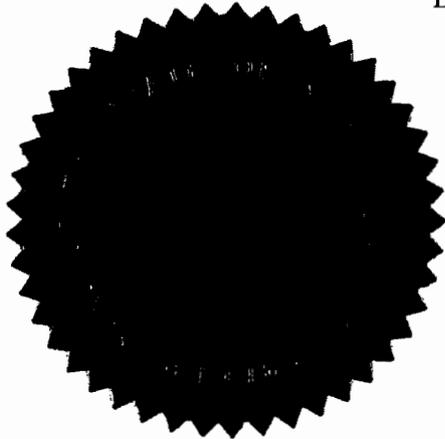
Contractor initials:
Date: 12/13/13
Page # _____ of Page # _____

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 JAMES B. MANNING DDS, P.C. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on June 30, 2003. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of December, A.D. 2013



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

William M. Gardner
Secretary of State

STATE OF: New Hampshire

COUNTY OF: Carroll

On this the 10th day of December, 2013 before me,
JoAnne MacDonald
James Manning DDS, the undersigned notary public/justice

of the peace, personally appeared JB Manning DDS who
(Name of Authorized Person)

acknowledged him/herself to be the owner / partner of
(Title of Authorized Person)

JB Manning DDS, PC, a Professional Corporation, and
(Business Name)

that he/she, as such owner / partner, being authorized to do so,
(Title of Authorized Person)

executed the foregoing instrument for the purpose therein contained, by

signing the same as owner / partner of
(Title of Authorized Person)

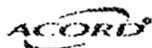
JB Manning DDS, PC
(Business Name)

IN WITNESS WHEREOF, I hereunto set my hand and seal.

JoAnne M. MacDonald

Notary Public / Justice of the Peace

My commission expires: **JoAnne M. MacDonald**
NOTARY PUBLIC OF NEW HAMPSHIRE
My Commission Expires May 23, 2017



CERTIFICATE OF LIABILITY INSURANCE

NID: R045 DATE (MM/DD/YYYY): 12/10/2013

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

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

PRODUCER ACORDITY INSURANCE SVCS INC/PHS 42/229 P: (866) 467-8730 F: (800) 308-5459 301 WOODS PARK DRIVE CLINTON NY 13323		CONTACT NAME: [] PHONE: [] FAX: [] FAX: (866) 467-8730 FAX: (800) 308-5459 E-MAIL: [] ADDRESS: []	
INSURED JAMES B MANNING DDS PC 410 WENTWORTH RD SANBORNVILLE NH 03872		INSURER A Hartford Casualty Ins Co INSURER B Hartford Ins Co of the Midwest INSURER C [] INSURER D [] INSURER E [] INSURER F []	

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

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

INSR & CR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUP <input checked="" type="checkbox"/> General Liab GENL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		39 SBW V02739	07/01/2013	07/01/2014	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADJ INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPLETED \$4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		39 SBW V02729	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Per person) \$2,000,000 BODILY INJURY (Per person) PERSONAL & ADJ INJURY (Per person) PRODUCTS - COMPLETED (Per person)
B	UMBRELLA LIAB EXCESS LIAB CLAIMS MADE RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		39 WNS RS7318	10/01/2013	10/01/2014	EACH OCCURRENCE AGGREGATE <input checked="" type="checkbox"/> WC STATU POLY LIMITS <input type="checkbox"/> OTHERS EL EACH ACCIDENT \$100,000 EL DISEASE-CA EMPLOYEE \$100,000 EL DISEASE POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (MAX Line Length is 70. Attach #1, ORD 10). Additional Remarks Schedule. If more space is required

Those usual to the Insured's Operations.

CERTIFICATE HOLDER DHS Contracts & Procurement Attn: Cynthia Carpenter, Contract Specialist 129 PLEASANT ST BROWN BUILDING CONCORD, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE
--	---

CERTIFICATE OF LIABILITY INSURANCE

12/17/2013

PRODUCER/AGENT Dentist's Advantage 159 East County Line Road Hatboro, PA 19040 Phone: 866-219-6533 Fax: 866-202-6601	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED James B Manning, DDS, PC 410 Wentworth Road Brookfield, NH 03872	INSURERS AFFORDING COVERAGE INSURER A: National Union Fire Insurance Company of Pittsburgh, PA. INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES

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

INSRLTR	TYPE OF INSURANCE:	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE	Not Included
					TENANTS' LEGAL LIABILITY	Not Included
					MED EXP (Any one person)	Not Included
					PERSONAL & ADV INJURY	Not Included
					GENERAL AGGREGATE	Not Included
					PRODUCTS - COMP/OP AGG	Not Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Each accident)	
					BODILY INJURY (Any one person)	Not Included
					BODILY INJURY (Per accident)	Not Included
					PROPERTY DAMAGE (Per accident)	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY-EACH ACCIDENT	
					EA ACC	
					OTHER THAN AUTO ONLY	
					AGG	
	EXCESS LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	
					AGGREGATE	
					/	/ / /
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				<input type="checkbox"/> WC STATUTORY <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	
					E.L. DISEASE - EACH EMPLOYEE	
					E.L. DISEASE - POLICY LIMIT	
A	OTHER Med. Malpractice Retroactive Date:	DNU 005322639 07/01/2003	06/29/2013	06/29/2014	Per Claim: Aggregate:	\$1,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Insured Dentist: James B Manning, DDS
 Retro Date: 06/29/1987
 Insured Location: 410 Wentworth Road, Brookfield, NH 03872

CERTIFICATE HOLDER ADDITIONAL INSURED, INSURER LETTER _____ **CANCELLATION**

NH DHHS
 129 Pleasant Street, Brown Building
 Concord NH 03301

THIS CERTIFICATE IS PROVIDED AS PROOF THAT A POLICY OF INSURANCE IS OR HAS BEEN IN FORCE. IT IS NOT A GUARANTEE THAT THIS COVERAGE CONTINUES IN FORCE. FURTHERMORE, AS A CERTIFICATE HOLDER, YOU WILL NOT BE PROVIDED WITH NOTICE SHOULD THE INSURANCE COVERAGE DESCRIBED BE TERMINATED.

Dentist's Advantage



James B. Manning, D.D.S.

12/09/13

RE: Curriculum Vitae

Education

1966-70 Pinkerton Academy, Derry, NH - High School Diploma

1970-74 St. Anselm College, Manchester, NH - Bachelor of Arts in Chemistry

1974-78 Georgetown University School of Dentistry, Washington, DC - Doctor of Dental Surgery

1978-79 Eastman Dental Center, Rochester, NY - postdoctoral training in pedodontics and special care dentistry

1987 Fellowship Academy of General Dentistry

2002 Fellowship Academy of Dentistry International

2010 ADA Evidence Based Dentistry Champions conference selectee

Business Affiliations

1979-91 Great Falls Dental Associates, PA, 350 Rte 108, Somersworth , NH 03878
owner and principal practitioner in family dentistry
(sold business to more fully practice in second office)

1988-2000 James B. Manning, DDS, 64 Bolan Rd, Milton NH 03851
owner and sole practitioner in family and special needs dentistry

2001-present James B. Manning, DDS, PC, 410 Wentworth Rd, Brookfield NH 03872
owner and sole practitioner in family and special needs dentistry

Past affiliations:

Edgewood Centre
Portsmouth NH
consultant

Webster-at-Rye
Rye NH
consultant

Dover Living and Rehabilitation
Dover NH
consultant

Greenwood Center
Sanford ME
consultant

Southridge
Biddeford ME
consultant

Harbor Home
York ME
consultant

The Homestead
Kittery ME
consultant

Varney Crossing
No Berwick ME
consultant

Center for Community Dental Health
Portland ME
consultant

Current Affiliations:

Frisbie Memorial Hospital
Rochester NH
courtesy staff

Spaulding Youth Center
Tilton NH
consultant

Langdon Place
Dover NH
consultant

Rochester Manor
Rochester NH
consultant

Huggins Hospital
Wolfeboro NH
active staff

Lakeview Neurorehabilitation Center
Effingham NH
consultant

The Wentworth Home
Dover NH
consultant

Riverridge
Kennebunk, ME
consultant

The services provided at these facilities varies from those necessary for geriatric care to those for victims of closed head injuries to those patients suffering a variety of medical disorders requiring special dental care. I also provide dental care to the home bound.

Professional Affiliations:

American Dental Association
Chicago IL

Lakes Region Dental Society
Laconia NH

New England Dental Society
Boston MA

Academy of Dentistry International
Hicksville, OH
Fellowship in the Academy

New Hampshire Dental Society
Concord NH

Academy of General Dentistry
Chicago IL
Fellowship in the Academy

Special Care Dental Association
Chicago IL

Current Licensure:

New Hampshire #1598

Maine #3391



State of New Hampshire

Board of Dental Examiners

JAMES B MANNING, DDS

ActiveLic #: 01598
Issued: 01/11/1979
Expires: 04/30/2014

Revised 1 Jan 2013
Executive Secretary



**STATE OF MAINE
BOARD OF DENTAL EXAMINERS**

This certifies that JAMES B. MANNING, DDS is qualified and has duly registered as an Active DENTIST in the State of Maine for the current license cycle.

DEN3391
This license expires: Dec 31, 2013



Susanne J. LaVallee, R.D.H.
Secretary, Board of Dental Examiners