

35A MJ-1



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-9563 1-800-852-3345 Ext. 9563  
Fax: 603-271-8431 TDD Access: 1-800-735-2964



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

March 5, 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 Public Health Services, to exercise two months of a renewal option to an agreement with Ludmila Anderson, MD, MPH, Purchase Order # 1025516, Vendor #224521-B001, Manchester, NH 03102, by increasing the Price Limitation by \$10,022 from \$238,257 to \$248,279 to provide epidemiological and health data analysis expertise for the Oral Health program, effective July 1, 2014, or date of Governor and Council approval, whichever is later, through August 31, 2014. This agreement was originally approved by Governor and Council on August 22, 2012, Item #38.

Funds are available in SFY 2015, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

**See attachment for financial details**

**EXPLANATION**

Funds in this agreement will be used to extend the relationship with Ludmila Andersen, MD MPH for a two month period for the purpose of completing the data collection, analysis and publication for the Third Grade and Senior Oral Health Surveys.

Specific services to be provided include: implementation of the Third Grade Survey for the Oral Health program; surveillance expertise for community and school based oral health programs; data collection expertise and analysis for a senior oral health project.

The value to be gained from the agreement is the availability of sophisticated surveillance, data analysis and epidemiology expertise that is not currently available in the chronic disease programs. Through the expertise of this contractor, the Oral Health program will be able to direct program resources for the highest level of productivity and return on investment. Data will be available to determine the most vulnerable areas of the state, in order to place program resources in those areas to reduce health disparities. Plans will be developed to evaluate current and future activities to determine the impact of services. Data will be provided so the program can determine if performance measures are met and for continuous quality improvement. Specific populations that will benefit are: children and senior citizens. Improved health outcomes will be measured by the work of this contractor. There is no Division of Public Health Services staff able to provide this level of epidemiologic service.

Should the Governor and Executive Council determine to not authorize this request, the Oral Health program will not have the ability to complete the required analyses of health and programmatic data Third Grade and Senior Oral Health surveys, as required by federal funders and will not have accurate and timely information on the chronic disease burden in the state to target resources and improve health outcomes. Functions needed in chronic disease programs to complete federal grant deliverables, federal grant applications and progress reports, will not be available therefore threatening continued federal funding.

Ludmila Anderson was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from April 16, 2012 through May 4, 2012. There was one response to the Request for Proposals posting. There were two internal proposal reviewers. Both reviewers have had over 15 years' experience managing agreements with vendors for chronic disease programs. Areas of specific expertise for the reviewers include cancer prevention and control, and nutrition and physical activity. The proposal submitted was scored high by both reviewers and was recommended for funding. The Bid Summary is attached.

Dr. Anderson has met the performance measures of the original contract with high satisfaction. As a result of her work over the past two years, chronic disease programs and their community partners have made data-driven decisions about program planning and improvement. Chronic disease programs have focused their activities on disparate populations where the need for services is greatest. Dr. Anderson has worked with programs to enhance surveillance and evaluation activities and products including: 1) developed chronic disease dashboards (e.g., heart disease and stroke, diabetes, obesity, and cancer) in the Division's Web-based Interactive System for Direction and Outcome Measures (WISDOM); 2) prepared surveillance reports on obesity, diabetes and cardiovascular disease; 3) prepared Oral Health Surveillance plan and report; 4) developed and implemented chronic disease program evaluations; 5) developed and implemented the coordinated chronic disease evaluation plan; and 6) developed a sustainability plan for surveillance among chronic disease programs.

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Department is exercising two months of this option.

The following performance measures will be used to measure the effectiveness of the agreement:

- Complete 100% of data collection for the Third Grade Survey.
- Complete 100% of data collection for the Senior Oral Health Survey.
- Completion of one report summarizing the results of the Third Grade Survey.
- Completion of one report summarizing the results of the Senior Oral Health Survey.

Area served is statewide.

Source of Funds: 100% Federal from the Centers for Disease Control and Prevention.

In the event that the Federal 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

**FINANCIAL DETAIL ATTACHMENT SHEET  
Chronic Disease Epidemiological Services**

**05-95-90-902010-0825 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ACA CCD**

**100% Federal Funds**

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	102-500731	Contracts for Prog Svc	90082500	51,982	-	51,982
SFY 2014	102-500731	Contracts for Prog Svc	90082500	51,982	-	51,982
SFY 2015	102-500731	Contracts for Prog Svc	90082500	-	-	-
			Sub-total	\$ 103,964	\$ -	\$ 103,964

**05-95-90-902010-5659 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMPREHENSIVE CANCER**

**100% Federal Funds**

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	072-509073	Contracts for Prog Svc	90080083	26,250	-	26,250
SFY 2013	102-500731	Contracts for Prog Svc	90080181	5,000	-	5,000
			Sub-Total	31,250	-	31,250
SFY 2014	072-509073	Contracts for Prog Svc	90080083	26,250	-	26,250
SFY 2014	102-500731	Contracts for Prog Svc	90080181	15,543	-	15,543
			Sub-Total	41,793	-	41,793
SFY 2015	072-509073	Contracts for Prog Svc	90080083	-	-	-
SFY 2015	102-500731	Contracts for Prog Svc	90080181	-	-	-
			Sub-Total	-	-	-
			Sub-Total	\$ 73,043	\$ -	\$ 73,043

**05-95-90-902010-9062 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, OBESITY GRANT**

**100% Federal Funds**

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	102-500731	Contracts for Prog Svc	90019020	15,000	-	15,000
SFY 2014	102-500731	Contracts for Prog Svc	90019020	15,000	-	15,000
SFY 2015	102-500731	Contracts for Prog Svc	90019020	-	-	-
			Sub-Total	\$ 30,000	\$ -	\$ 30,000

**05-95-90-901010-5149 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY AND PERFORMANCE, RURAL HEALTH & PRIMARY CARE**

**100% Federal Funds**

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	102-500731	Contracts for Prog Svc	90073000	10,000	-	10,000
SFY 2014	102-500731	Contracts for Prog Svc	90073000	10,000	-	10,000
SFY 2015	102-500731	Contracts for Prog Svc	90073000	-	-	-
			Sub-Total	\$ 20,000	\$ -	\$ 20,000

**FINANCIAL DETAIL ATTACHMENT SHEET  
Chronic Disease Epidemiological Services**

**05-95-90-902010-2206 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, CHRONIC DISEASE DIABETES  
100% Federal Funds**

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	102-500731	Contracts for Prog Svc	90017000	1,875	-	1,875
SFY 2014	102-500731	Contracts for Prog Svc	90017000	1,875	-	1,875
SFY 2015	102-500731	Contracts for Prog Svc	90017000	-	-	-
			Sub-Total	\$ 3,750	\$ -	\$ 3,750

**PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, TOBACCO PREVENTION  
FEDERAL**

**100% Federal Funds**

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	102-500731	Contracts for Prog Svc	90018000	1,875	-	1,875
SFY 2014	102-500731	Contracts for Prog Svc	90018000	1,875	-	1,875
SFY 2015	102-500731	Contracts for Prog Svc	90018000	-	-	-
			Sub-Total	\$ 3,750	\$ -	\$ 3,750

**05-95-90-901510-5667 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, CHRONIC DISEASE-ASTHMA**

**100% Federal Funds**

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	102-500731	Contracts for Prog Svc	90019004	1,875	-	1,875
SFY 2014	102-500731	Contracts for Prog Svc	90019004	1,875	-	1,875
SFY 2015	102-500731	Contracts for Prog Svc	90019004	-	-	-
			Sub-Total	\$ 3,750	\$ -	\$ 3,750

**05-95-90-902010-2215 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, CDC ORAL HEALTH GRANT**

**100% Federal Funds**

Fiscal Year	Class/Account	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 2013	046-500464	Contracts for Prog Svc	90002215	-	-	-
SFY 2014	046-500464	Contracts for Prog Svc	90002215	-	-	-
SFY 2015	046-500464	Contracts for Prog Svc	90002215	-	10,022	10,022
			Sub-Total	\$ -	\$ 10,022	\$ 10,022
			TOTAL	238,257	10,022	248,279

**Program Name** Bureau of Population Health and Community Services  
**Contract Purpose** Chronic Disease Epidemiology Services  
**RFP Score Summary**

	1	2	3	4	5	6	7	8	9	10	11	12
<b>RFA/RFP CRITERIA</b>												
<b>Application Questions</b>	35	32.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Response to Exh A</b>	35	33.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Budget &amp; Justification</b>	25	24.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Format</b>	5	5.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL POINTS</b>	100	94.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

<b>BUDGET REQUEST</b>												
Year 01		124,800.00	-	-	-	-	-	-	-	-	-	-
Year 02		122,600.00	-	-	-	-	-	-	-	-	-	-
Year 03		-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL BUDGET REQUEST</b>		247,400.00	-	-	-	-	-	-	-	-	-	-
<b>BUDGET AWARDED</b>												
Year 01		113,857.00	-	-	-	-	-	-	-	-	-	-
Year 02		124,400.00	-	-	-	-	-	-	-	-	-	-
Year 03		-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL BUDGET AWARDED</b>		238,257.00	-	-	-	-	-	-	-	-	-	-

<b>RFP Reviewers</b>		<b>Name</b>	<b>Job Title</b>	<b>Dept/Agency</b>	<b>Qualifications</b>
1	Margaret Murphy	Administrator II	DHHS/DPHS	Healthy Eating, Active Living Section	
2	Rebecca Bukowski	Administrator I	DHHS/DPHS	Chronic Disease Prevention and Screening Section	



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
Ludmila Anderson, MD MPH**

This 1<sup>st</sup> Amendment to the Ludmila Anderson, MD MPH, contract (hereinafter referred to as "Amendment One") dated this 6 day of March, 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Ludmila Anderson, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 412 Rockland Ave., Manchester, NH 03102.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 22, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the Department desires to extend the relationship with this vendor by two months to provide epidemiological and health data analysis to complete the data collection, analysis and reporting for the Third Grade Survey and Senior Oral Health Survey.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

To amend as follows:

- Form P-37, to change:  
Block 1.7 to read: August 31, 2014  
Block 1.8 to read: \$248,279
  
- Exhibit A, Scope of Services to add:  
Exhibit A – Amendment 1
  
- Exhibit B, Purchase of Services, Contract Price, to add:  
  
Paragraph 1.1 to Paragraph 1:  
The contract price shall increase by \$10,022 for SFY 2015.  
  
Paragraph 1.2 to Paragraph 1:  
Funding is available as follows:
  - \$10,022 from 05-95-90-902010-2215-046-500464, 100% Federal Funds from the Centers for Disease Control & Prevention, CFDA #93.283



New Hampshire Department of Health and Human Services

Add Paragraph 8

8. Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

- Budget, to add:  
Exhibit B-1 (2015) - Amendment 1

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

3/7/14  
Date

[Signature]  
Brook Dupee  
Bureau Chief

05/06/2014  
Date

[Signature]  
Ludmila Anderson, MD MPH

Acknowledgement:

State of New Hampshire, County of Merrimack on March 6, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]  
Signature of Notary Public or Justice of the Peace

CHERYL JEAN STOREY, Notary Public  
My Commission Expires July 14, 2015

Name and Title of Notary or Justice of the Peace

Contractor Initials: LA  
Date: 05/06/2014



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3-13-14  
Date

Rosemary Wiant  
Name: Rosemary Wiant  
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



## Exhibit A-Amendment 1

### SCOPE OF SERVICES

The Department desires to extend the relationship with Ludmila Andersen, MD MPH for the purpose of completing the data collection, analysis and publication for the Third Grade and Senior Oral Health Surveys.

#### **1. Minimum Required Services**

Support the Oral Health Program in the completion of data collection, analysis and publication for the Third Grade Survey, to include:

- Completion of data collection;
- Clean and analyze data;
- Prepare a report by state, county, and by school (per request);
- Coordinate activities with the oral health program manager related to dissemination of information related to the Third Grade Survey.

Support the Oral Health Program in the completion of data collection, analysis and publication for the Senior Oral Health Survey, to include:

- Completion of data collection;
- Clean and analyze data;
- Prepare a data report;
- Coordinate activities with the oral health program manager related to dissemination of information related to the Senior Oral Health Survey.

*LA*

*03/06/2014*

**Exhibit B-1 (2014) - Amendment 1  
Budget**

**New Hampshire Department of Health and Human Services**

Bidder/Contractor Name: Ludmila Anderson

Budget Request for: Chronic Diseases Epidemiological Services

*(Name of RFP)*

Budget Period: SFY 15 (July 1, 2014 - August 31, 2014)

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 10,022.00	\$ -	\$ 10,022.00	
2. Employee Benefits	\$ -	\$ -	\$ -	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ -	\$ -	\$ -	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 10,022.00</b>	<b>\$ -</b>	<b>\$ 10,022.00</b>	

Indirect As A Percent of Direct

0.0%

Contractor Initials: LA

Date: 03/06/2014



## LUDMILA ANDERSON, M.D., M.P.H.

### EDUCATIONAL BACKGROUND

*Masters of Public Health in Epidemiology and Biostatistics*

Boston University School of Public Health, Boston, MA

*Medicinae Universae Doctoris in General and Preventive Medicine*

Charles University, Prague, Czech Republic

### CAREER OVERVIEW

*Chronic Disease Epidemiologist*

New Hampshire Department of Health and Human Services (Fall 2005 - present)

- Provide epidemiological and statistical support to several programs; activities include surveillance, monitoring and evaluation.
- Serve as the senior advisor to epidemiologists working within Asthma, Tobacco Control and Heart Disease and Stroke programs.
- Responsible for chronic disease epidemiology capacity building activities.
- Mentor to departmental interns and fellows.
- Lead epidemiologist of statewide surveys assessing oral health and BMI status.
- Author (analysis, interpretation and report writing) of numerous monographs, New Hampshire specific Data Books and Data Briefs.
- Speaker and presenter at various meetings, local and national conferences.

*Adjunct Professor*

University of New Hampshire (Fall 2005 - present)

- Instructor of Epidemiology and Applied Epidemiology in Masters of Public Health Program.

*Infectious Disease Epidemiologist*

New Hampshire Department of Health and Human Services (2003-2004)

- Collected, analyzed and interpreted infectious disease-related data. Served as the lead investigator for statewide outbreaks.
- Developed protocols used in investigations of institutional outbreaks of gastroenteritis and for public health response to outbreaks of botulism and tularemia in New Hampshire.
- Participated in development and implementation of a statewide survey of physicians and physician assistants' awareness of Hepatitis C diagnosis and management.

*Foodborne Disease Epidemiologist*

New Hampshire Department of Health and Human Services (2002-2003)

- Managed data from surveillance projects. Initiated and prepared reports of epidemiological investigations for foodborne/waterborne disease outbreaks.
- Developed a survey for assessment of practices in state clinical laboratories; collected, analyzed and interpreted results.
- Established systematic surveillance of foodborne/waterborne pathogens within the Department.
- Initiated an over-the-counter drug pilot surveillance project designed to detect abnormalities in disease occurrence by monitoring anomalies in home-care drug purchases.
- Created analytical plan for the state syndromic surveillance system.

Ludmila Anderson, M.D., M.P.H.

## EARLIER ROLES

### *Consulting Physician*

Czech Alzheimer's Society (CAS), Prague, Czech Republic (1997-1998)

- Diagnosed and treated patients with dementia. Participated in various symposia and international conferences hosted by CAS.

### *Resident Physician*

Institute of Post-Graduate Education in Health Care, Prague, Czech Republic (1996-1998)

- Enrolled in medical residency program specializing in family practice.

### *Physician*

Gerontologicke Centrum, Prague, Czech Republic (1996-1998)

- Responsible for the in-patient care of a 25-bed geriatric center; functioned as a primary care physician, overseeing four outpatient ambulances and three retirement homes.

## SELECTED PUBLICATIONS

1. *Decrease in Varicella Incidence following Implementation of the 2-dose Recommendation for Varicella Vaccine in New Hampshire.* Daly E., Anderson L., Dreisig J., Dione-Odom J. *Pediatr Infect Dis J.* 2013 Sep;32(9):981-3. doi: 10.1097/INF.0b013e318293308e.
2. *Assessing Public Policies and Assets That Affect Obesity Risk While Building New Public Health Partnerships.* Anderson L., Foster S., Fitterman M., Flynn R. *Prev Chronic Dis.* 2013 Aug 8;10:E134. doi: 10.5888/pcd10.120349
3. *The importance of sub state surveillance in detection of geographic oral health inequalities in a small state.* Anderson L., Martin N., Flynn R., Knight S. *Journal of Public Health Management and Practice.* 2012, 18(5), 461-468.
4. *Utilization of Hospital Emergency Departments for Non-Traumatic Dental Care in New Hampshire, 2001-2008.* Anderson L., Cherala S., Traore E., Martin N. *Journal of Community Health.* Volume 36, Number 4, 513-516, DOI: 10.1007/s10900-010-9335-5
5. *Accurate Assessment – Compelling Evidence for Practice.* Flynn R., Anderson L., Martin N. *NHSA Dialog: a Research-to-Practice Journal for the Early Intervention Field.* 2010;13(4):243-247.
6. *Establishing the Baseline, Height and Weight Status of New Hampshire Head Start Children, 2007-2008.* Blaney D., Flynn R., Martin N., Anderson L. *NHSA Dialog: a Research-to-Practice Journal for the Early Intervention Field.* 2010;13(4):217-224.
7. *Oral Health Status of New Hampshire Head Start Children.* Anderson L., Martin N., Burdick A., Flynn R., Blaney D. *Journal of Public Health Dentistry.* 2010;70:245-248.
8. *Outbreak of multidrug-resistant Salmonella enterica serotype Typhimurium Definitive Type 104 infection linked to commercial ground beef, northeastern United States, 2003-2004.* Dechet AM, Scallan E, Gensheimer K, Hoekstra R, Gunderman-King J, Lockett J, Wrigley D, Chege W, Sobel J; Multistate Working Group L. Anderson. *Clin Infect Dis.* 2006 Mar 15;42(6):747-52.
9. *Provider Compliance with a Guideline for Treating Tobacco Use among Adults.* Pelletier A, Knight S, Peterson E, Anderson L, Mariolis P, Ryan H. *American Journal of Preventive Medicine,* August 2004 (Vol. 27, Issue 2, Page 185)
10. *Norovirus Activity - United States, 2002.* Anderson L., Miller S., Greenblatt J., Charles M. et al. *MMWR,* Vol.52, No 03;41 on 01/24/2003.
11. *New Hampshire Emergency Department Syndromic Surveillance System.* Miller S., Fallon K., Anderson L. *J Urban Health* 2003;80(2, suppl 1):i118-i119.

2012 (6/21)



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4931 1-800-852-3345 Ext. 4931  
Fax: 603-271-0539 TDD Access: 1-800-735-2964



June 25, 2012

G&C Approval Date: 8/22/2012  
G&C Item # 38

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Population Health and Community Services, to enter into an agreement with Ludmila Anderson, MD MPH (Vendor #224521-B001), 412 Rockland Avenue, Manchester, NH 03102, in an amount not to exceed \$238,257.00, to provide epidemiological and health data analysis expertise for chronic disease programs, to be effective August 1, 2012 or date of Governor and Council approval, whichever is later, through June 30, 2014. Funds are available in the following accounts for SFY 2013 and are anticipated to be available in SFY 2014 upon the availability and continued appropriation of funds in the future operating budget.

05-95-90-902010-0825 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, ACA CCD

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500731	Contracts for Prog Svc	90082500	\$51,982
SFY 2014	102-500731	Contracts for Prog Svc	90082500	\$51,982
			Sub-Total	\$103,964

05-95-90-902010-5659 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMPREHENSIVE CANCER

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	072-509073	Contracts for Program Services	90080083	\$26,250
SFY 2013	102-500731	Contracts for Program Services	To be determined	\$5,000
			Sub-Total	\$31,250
SFY 2014	072-509073	Contracts for Program Services	90080083	\$26,250
SFY 2014	102-500731	Contracts for Program Services	To be determined	\$15,543
			Sub-Total	\$41,793
			Sub-Total	\$73,043

05-95-90-902010-9062 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, OBESITY GRANT

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500731	Contracts for Program Services	90019020	\$15,000
SFY 2014	102-500731	Contracts for Program Services	90019020	\$15,000
			Sub-Total	\$30,000

05-95-90-901010-5149 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY AND PERFORMANCE, RURAL HEALTH & PRIMARY CARE

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500731	Contracts for Program Services	90073000	\$10,000
SFY 2014	102-500731	Contracts for Program Services	90073000	\$10,000
			Sub-Total	\$20,000

05-95-90-902010-2206 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, CHRONIC DISEASE DIABETES

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500731	Contracts for Program Services	90017000	\$1,875
SFY 2014	102-500731	Contracts for Program Services	90017000	\$1,875
			Sub-Total	\$3,750

05-95-90-902010-5608 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, TOBACCO PREVENTION FEDERAL

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500731	Contracts for Program Services	90018000	\$1,875
SFY 2014	102-500731	Contracts for Program Services	90018000	\$1,875
			Sub-Total	\$3,750

05-95-90-901510-5667 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH PROTECTION, CHRONIC DISEASE-ASTHMA

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500731	Contracts for Program Services	90019004	\$1,875
SFY 2014	102-500731	Contracts for Program Services	90019004	\$1,875
			Sub-Total	\$3,750
			Total	\$238,257.00

### EXPLANATION

Funds in this agreement will be used to provide senior level health data analysis and surveillance activities, including looking at disease rates for specific chronic diseases in order to identify and explain patterns of disease diagnoses and deaths. Funds will also be used to provide evaluation expertise. Services will be provided for eight chronic disease programs including the: Oral Health Program, Asthma Control Program, Diabetes Education Program, Tobacco Prevention and Control Program, Obesity Prevention Program, Comprehensive Cancer Control Program, Breast and Cervical Cancer Program, and Coordinated Chronic Disease Prevention and Health Promotion Program. Specific services to be provided include: planning and implementation of a third grade survey for the Oral Health and the Obesity Prevention programs; surveillance expertise for community and school based oral health programs; data collection expertise and analysis for a senior oral health project; consultation and expertise for the development and implementation of a five year evaluation plan for the Breast and Cervical Cancer Program; evaluation expertise and data reporting for the Comprehensive Cancer Control Program; evaluation expertise for technical assistance and support for the Tobacco Prevention and Control Program; a content evaluation of the Healthy Eating and Active Living plan for the Obesity Prevention Program; technical support in surveillance for the Asthma Control Program; consultation and expertise for an annual chart audit report for the Diabetes Education Program; and expertise to manage the surveillance team for the Coordinated Chronic Disease Prevention and Health Promotion Program, overseeing the development of specific surveillance projects and data reports.

The value to be gained from the agreement is the availability of sophisticated surveillance, data analysis and epidemiology expertise that is not currently available in the chronic disease programs. Through the expertise of this contractor, chronic disease programs will be able to direct program resources for the highest level of productivity and return on investment. Data will be available to determine the most vulnerable areas of the state, in order to place program resources in those areas to reduce health disparities. Plans will be developed to evaluate current and future activities to determine the impact of services. Data will be provided so that programs can determine if performance measures are met and for continuous quality improvement. Specific populations that will benefit are: children and senior citizens with oral health needs; low income uninsured women in need of breast and cervical cancer screening; low income and uninsured people living with diabetes; uninsured children and adults at risk of developing diabetes, asthma and cancer; and cancer survivors at risk of a second cancer diagnosis. Improved health outcomes will be measured by the work of this contractor. There is no Division of Public Health Services staff able to provide this level of epidemiologic service.

Approximately 8% of the state's adult population reported being diagnosed with diabetes as of 2010; in 2010 10.4% of the adult population reported having a current diagnosis of asthma; in 2007 the leading cause of death in New Hampshire for both males and females was cancer (25.3% of all deaths); the most common risk factors for diabetes and cancer are being overweight or obese, and using tobacco. In New Hampshire 52.8% of adults are overweight or obese, and 16.9% of the adult population are current smokers.

Should the Governor and Executive Council determine to not authorize this request, the chronic disease programs will not have the ability to perform required analyses of health and programmatic data as required by federal funders and will not have accurate and timely information on the chronic disease burden in the state to target resources and improve health outcomes. Functions needed in chronic disease programs to complete federal grant deliverables, federal grant applications and progress reports, will not be available therefore threatening continued federal funding.

Ludmila Anderson was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from April 16, 2012 through May 4, 2012. There was one response to the Request for Proposals posting. There were two internal proposal

reviewers. Both reviewers have had over 15 years experience managing agreements with vendors for chronic disease programs. Areas of specific expertise for the reviewers include cancer prevention and control, and nutrition and physical activity. The proposal submitted was scored high by both reviewers and was recommended for funding. The Bid Summary is attached.

Dr. Anderson was previously employed by the University of New Hampshire and provided epidemiology services to the Division of Public Health Services through a contract between the Division and the University for the past six years. Performance measures were established each contract year and Dr. Anderson met the performance measures with high satisfaction. The University of New Hampshire had been contributing between 9.6 - 10% of Dr. Anderson's salary and expenses with this contract; however, were unable to continue this in SFY 2013. As a result, the Division of Public Health Services released a Request for Proposals soliciting epidemiological services. Dr. Anderson, now working as an independent consultant, submitted a proposal in response to the Request for Proposals.

Funds for FY 2014 are an increase of \$10,543 from FY 2013 because the contract will cover four additional weeks during FY 2014.

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. This is the initial agreement with this Contractor for these services.

The following performance measures will be used to measure the effectiveness of the agreement:

- Percent of chronic disease programs provided data analysis necessary to develop outcome targets.
- Percent of chronic disease programs provided data and expertise for informing the public and policy makers about the impact of chronic diseases.
- Percent of relevant programs (Breast & Cervical Cancer Program, Comprehensive Cancer Control Program, Tobacco Prevention and Control Program and Obesity Prevention Program) provided with indicators and data to measure performance for the development of evaluation plans.
- Percent satisfaction rate from chronic disease program managers when surveyed at 6 and 12 months post agreement award.

Area served: Statewide.

Source of Funds: 100% Federal from the Centers for Disease Control and Prevention and the Health Resources and Services Administration.

His Excellency, Governor John H. Lynch  
and the Honorable Executive Council  
June 25, 2012  
Page 5

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

Respectfully submitted,



José Thier Montero, MD  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

JTM/RB/mc

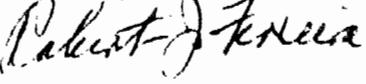
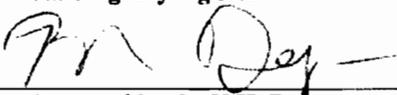
Subject: Chronic Disease Epidemiology Services

**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 Division of Public Health Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> Ludmila Anderson, MD MPH		<b>1.4 Contractor Address</b> 412 Rockland Avenue Manchester, NH 03102	
<b>1.5 Contractor Phone Number</b> 603.882.2922	<b>1.6 Account Number</b> 05-95-902010-0825-102-500731 See Exhibit B	<b>1.7 Completion Date</b> June 30, 2014	<b>1.8 Price Limitation</b> \$113,857 SFY 2013 \$124,400 SFY 2014 Total = \$238,257
<b>1.9 Contracting Officer for State Agency</b> Joan H. Ascheim, Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4501	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Ludmilla Anderson, MD MPH	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Hillsborough</u> On <u>05-21-2012</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> <u>ROBERT J. FERREIRA</u> NOTARY PUBLIC State of New Hampshire My Commission Expires October 17, 2012			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> <u>Joan H. Ascheim</u> , Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: <u>Karen D. Hutchins</u> Director, On: <u>7-10-12</u>			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By: <u>Karen P. Herrick, Attorney</u> On: <u>6 Jul. 2012</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

**NH Department of Health and Human Services**

**Exhibit A**

**Scope of Services**

*Chronic Disease Epidemiology Services*

**CONTRACT PERIOD:** August 1, 2012 or date of G&C approval, whichever is later, through June 30, 2014

**CONTRACTOR NAME:** Ludmila Anderson, MD MPH

**ADDRESS:** 412 Rockland Avenue  
Manchester, NH 03102

**TELEPHONE:** 603.882.2922

**I. General Provisions**

The Contractor shall:

A. Provide the Division of Public Health Services (DPHS) with epidemiological and health data analysis expertise for Division chronic disease programs, including but not limited to: Rural/Oral Health, Asthma, Diabetes, Tobacco Prevention and Control Programs (TPCP), Obesity Prevention, Comprehensive Cancer Control, Breast and Cervical Cancer, and Coordinated Chronic Disease Prevention and Health Promotion Programs. Epidemiological services will assist the Division with health data collection and management to better inform the programs with situation assessment, program evaluation, strategic planning, resource deployment, and performance management.

B. Within 30 days of contract approval, coordinate with Chronic Disease Prevention and Screening Section personnel to finalize a work plan for the first 12 months of the contract period. The work plan shall be updated quarterly.

C. Onsite coordination and technical assistance shall be provided by a doctoral-level epidemiologist who shall be located, at a minimum, three days per week at the DPHS offices, 29 Hazen Drive, Concord NH. Onsite needs may vary over the course of the contract period, based on the Division's priorities and goals, and onsite time shall be mutually agreed upon between the parties and documented in writing on the work plan.

**II. Minimal Standards of Core Services**

The Core Areas and Projects described in this exhibit reflect the goals of the Chronic Disease Prevention and Screening Section. Activities to accomplish these goals have been developed based on Bureau and Division priorities and grant requirements. Four Core Contract Areas will comprise epidemiology services:

**Core Area 1: Provide Chronic Disease Surveillance Activities**

1a. Support the planning and implementation of the 2012/2013 Third Grade Survey (TGS) with the goal to collect population based regional data on the prevalence of oral disease and obesity to be used for program planning, evaluation and targeting. This support encompasses, but is not limited to, the overall study design, sample frame

Contractor Initials: LA  
Date: 05/21/2012

identification, sample selection, formation of data collection tools, database, analytical plan and ongoing communication/collaboration with other members of the TGS team.

1b. Provide ongoing epidemiological and statistical support to the NH Heart Disease and Stroke Prevention Program; collaborate on surveillance projects that include analysis of the NH Behavioral Risk Factor Surveillance System Data, hospital discharge and mortality data; and provide guidance for any ad hoc projects requiring statistical and epidemiological expertise.

1c. Collaborate with internal and external partners in achieving efficient data collection, accurate data analysis, reliable interpretation and well organized data feedback.

1d. Continue with routine chronic disease surveillance activities and projects gathering data on populations with increased risk for various conditions, such as the elderly and rural populations.

1e. Analyze, interpret and disseminate chronic disease surveillance data from various sources, including the Behavioral Risk Factor Surveillance System, Youth Risk Behavioral Survey, hospital discharge and vital statistics data.

1f. Conduct ongoing surveillance of NH school-and community-based dental programs: assist in a trend analysis of program performance measures as part of the program's continuous quality improvement and to contribute to the Division of Public Health Services annual performance management reports.

1g. Complete the senior oral health project, "NH Seniors Centered on Oral Health," including: data collection and analysis, development of final report; presentation of results to stakeholders statewide.

#### **Core Area 2: Provide Chronic Disease Evaluation Activities**

2a. Coordinate with the Breast and Cervical Cancer Program for the development and implementation of a five-year process and impact evaluation.

2b. Assist with the annual Comprehensive Cancer Control Program evaluation.

2c. Provide technical assistance to the Tobacco Prevention and Control Program Planner for the evaluation of the NH Indoor Smoking Act.

2d. Conduct a content evaluation of the Healthy Eating Active Living plan.

#### **Core Area 3: Support of other Chronic Disease Epidemiology activities**

3a. Provide technical and professional support and guidance to the Asthma Program epidemiologist with planning for surveillance projects as needed.

3b. Collaborate with the Asthma Program epidemiologist on publication of data analyses and reports.

3c. Provide bi-annual report collaboration and consultation on chart audit procedures for the Diabetes Education Program.

#### **Core Area 4: Maintain an Integrated Chronic Disease Surveillance Plan**

4a. Lead a surveillance team within the Chronic Disease Section that will provide comprehensive epidemiological support to all chronic disease programs within the DPHS; and coordinate the projects carried out by the team.

- 4b. Carry out chronic disease data needs assessment, goal prioritization, plan for stabilization of critical data sources and integrated program reporting.
- 4c. Fulfill reporting requirements of the Coordinated Chronic Disease Prevention and Health Promotion cooperative agreement related to surveillance and epidemiology.
- 4d. Provide updated data reports for the Comprehensive Cancer Control Program's (CCCP) cancer plan monitoring.
- 4e. Develop a data brief related to Pediatric Nutrition Surveillance System (PedNSS), Youth Risk Behavior Survey (YRBS) and National Immunization Survey (NIS).
- 4f. Research available data and develop a data brief related to screen time, for the Obesity Prevention Program.
- 4g. Attend DPHS-related meetings, such as CCCP Board and work group meetings, as appropriate.

**III. Staff Qualifications**

**The following minimum qualifications shall be met for the epidemiologist:**

- 1. A doctoral degree from a recognized college or university with a major in epidemiology, public health or a health-related field.
- 2. A minimum of three years demonstrated experience in chronic disease epidemiology, data analysis, study design and implementation, program evaluation and data reporting.
- 3. Specific experience in analysis of and reporting on the following data sets:
  - i. New Hampshire Behavioral Risk Factor Surveillance System;
  - ii. New Hampshire Cancer Registry
  - iii. New Hampshire Uniform Hospital Discharge Dataset
  - iv. New Hampshire Third Grade Oral Health/Obesity Survey
  - v. New Hampshire Water Fluoridation Reporting System

**IV. Publications Funded Under Contract (Standard Language)**

- 1. The DHHS and/or its funders will retain COPYRIGHT ownership for any and all original materials produced with DHHS contract funding, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports.
- 2. All documents (written, video, audio) produced, reproduced or purchased under the contract shall have prior approval from DPHS before printing, production, distribution, or use.
- 3. The Contractor shall credit DHHS on all materials produced under this contract following the instructions outlined in Exhibit C-1 (5).

**V. Subcontractors**

If a subcontracted agency or individual will provide any services required to comply with this Exhibit, the DPHS, Chronic Disease Prevention and Screening Section, must be notified in writing prior to initiation of the subcontract. In addition, subcontractors must be held responsible to fulfill all relevant requirements included in this Exhibit.

Contractor Initials: LA

Date: 05/21/2022

**NH Department of Health and Human Services**

**Exhibit B**

**Purchase of Services  
Contract Price**

*Chronic Disease Epidemiology Services*

**CONTRACT PERIOD: August 1, 2012 or date of G&C approval, whichever is later, through June 30, 2014**

**CONTRACTOR NAME: Ludmila Anderson, MD MPH**

**ADDRESS: 412 Rockland Avenue  
Manchester, NH 03102**

**TELEPHONE: 603.882.2922**

Vendor #224521 - B001

<u>Job #</u>	<u>Appropriation #</u>	<u>Amount</u>	
90082500	05-95-90-902010-0825-102-500731	\$103,964	93.544
90080083	05-95-90-902010-5659-072-509073	\$ 52,500	93.283
To be determined	05-95-90-902010-5659-102-500731	\$ 20,543	93.283
90019020	05-95-90-902010-9062-102-500731	\$ 30,000	93.548
90073000	05-95-90-901010-5149-102-500731	\$ 20,000	93.913
90017000	05-95-90-902010-2206-102-500731	\$ 3,750	93.283
90018000	05-95-90-902010-5608-102-500731	\$ 3,750	93.283
90019004	05-95-90-901510-5667-102-500731	\$ 3,750	93.070

1. The total amount of all payments made to the Contractor for cost and expenses incurred in the performance of the services during the period of the contract shall not exceed:

\$218,257 for chronic disease epidemiology services, funded from 100% Federal Funds from the Centers for Disease Control and Prevention (CDC), and \$20,000 from 100% Federal Funds from the Health Resources and Services Administration (HRSA). CFDA numbers above.

**TOTAL: \$238,257**

2. The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in the attached budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State.
3. Invoices shall be submitted by the Contractor to the State in a form satisfactory to the State for each of the Service category budgets. Said invoices shall be submitted within twenty (20) working days following the end of the month during which the contract activities were completed, and the final invoice shall be due to the State no later than sixty (60) days after the contract Completion Date. Said invoice shall contain a description of all allowable costs and expenses incurred by the Contractor during the contract period.

Contractor Initials: LA

Date: 5/21/2012

6. The Contractor may amend the contract budget for any Service category through line item increases, decreases, or the creation of new line items provided these amendments do not exceed the contract price for that particular Service category. Such amendments shall only be made upon written request to and written approval by the State. Budget revisions will not be accepted after June 20<sup>th</sup> of each contract year.
7. The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.
8. All equipment purchased with contract funds shall become the property of the State.

Contractor Initials: LA  
Date: 05/21/2012

NH Department of Health and Human Services

Exhibit C

SPECIAL PROVISIONS

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

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

Contractor Initials: LA  
Date: 05/21/2012

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

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

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

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

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

9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each 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 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.

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 directed 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.

Contractor Initials: LA  
Date: 05/21/2012

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, Division of Public Health Services, with funds provided in part or in whole 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. **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 government 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.

Contractor Initials: LA

Date: 05/21/2012

16. **Insurance:** Select either (1) or (2) below:

As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

**Insurance Requirement for (1)** - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

**Insurance Requirement for (2)** - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

The State of New Hampshire determined that the contract activities are of a low risk of liability, and the parties waive the requirement of paragraph 14 of the P-37 in that the contractor provide comprehensive general liability insurance in the amount of \$2 million per incident and instead, accept liability insurance provided by contractor in the amount of \$1,000,000 per incident.

17. **Renewal:**

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for 2 additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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**18. 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.

**19. 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.

Client#: 60624

ANDW11

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2012

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

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

PRODUCER: Walnut Hill Insurance Agency, PO Box 1062, Amherst, NH 03031, 603 673-2111. CONTACT NAME: Donald P Carper III, PHONE: 603 673-2111, FAX: 603 672-4031, E-MAIL: dcarper@walnuthillins.com. INSURER(S) AFFORDING COVERAGE: MAINE MUTUAL GROUP INSURANCE CO.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for General Liability, Automobile Liability, and Workers Compensation.

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

CERTIFICATE HOLDER: Division of Public Health Services, 29 Hazen Drive, Concord, NH 03301-6504. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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