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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4493 1-800-852-3345 Ext. 4493
Fax: 603-271-0545 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

May 7, 2014

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

REQUESTED ACTION

100% Other (Pharmaceutical Rebates)

Authorize the Department of Health and Human Services, Division of Public Health Services, to exercise a contract renew and amend option with Southern New Hampshire HIV/AIDS Task Force, Purchase Order # 1028812, Vendor # 156984 B001, 12 Amherst Street, Nashua, New Hampshire 03064 by increasing the Price Limitation by \$1,000,000 from \$666,666 to \$1,666,666 to provide medical case management and support services to individuals with Human Immunodeficiency Virus, and extend the Completion Date from June 30, 2014 to June 30, 2016, effective July 1, 2014 or the date of Governor and Council approval, whichever is later. This agreement was originally approved by Governor and Council on March 20, 2013, Item #26.

Funds are available in the following account for SFY 2015 and are anticipated to be available in SFY 2016 upon the availability and continued appropriation of funds in the future operating budget with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902510-22290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES

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	90024602	166,666	0	166,666
SFY 2014	102-500731	Contracts for Prog Svc	90024602	500,000	0	500,000
SFY 2015	102-500731	Contracts for Prog Svc	90024602	0	500,000	500,000
SFY 2016	102-500731	Contracts for Prog Svc	90024602	0	500,000	500,000
			Total	\$666,666	\$1,000,000	\$1,666,666

EXPLANATION

Funds in this agreement will be used to provide medical case management and support services to individuals who have Human Immunodeficiency Virus and are enrolled in the Ryan White Program. Medical case management services include a comprehensive assessment of client needs; the development of an individual client centered service plan; and documented communication with medical providers to assure that clients remain engaged in medical care. Support services include the provision of supplementary food/nutrition services, medical transportation, housing services and linguistic services. The provision of medical case management and support services links individuals who are uninsured, underinsured or low-income to essential health services and prevents or reduces the disruption of retention in medical care.

This agreement will help Ryan White Program participants to remain engaged in medical care and adherent to antiretroviral therapy. Medical case managers will assist program participants in developing person-centered service plans that will identify and remove barriers to engaging and remaining in medical care and staying adherent to medical recommendations including antiretroviral therapy. Medical case managers maintain regular contact with medical providers to assure that clients have at least two routine medical care visits over a twelve-month period. Retention in medical care and adherence to antiretroviral therapy are essential to suppressed viral load, which prevents the transmission of Human Immunodeficiency Virus 96% of the time. The benefits of medical case management are well documented in published literature: reduces cost of medical care by decreasing hospitalization; enrolled clients are 1.5 times more likely to follow drug regimens;¹ and early and continuous adherence to antiretroviral therapy reduces the likelihood of sexual transmission of Human Immunodeficiency Virus by 96%; thus significantly reducing the spread of the infection.² Engagement in medical case management is a requirement for all Ryan White Program participants.

These activities are not duplicated elsewhere in the State and will benefit the general New Hampshire population by limiting the spread of new infection and improving health outcomes for persons living with Human Immunodeficiency Virus.

Should Governor and Executive Council not authorize this Request, program participants will lack support to enroll and remain active in the Ryan White Program, which provides access to pharmaceutical coverage, health insurance premium assistance, primary medical care services, dental services, mental health and substance abuse services. Non-involvement will subsequently cause a significant proportion of clients to disengage from medical care and life sustaining antiretroviral therapy.

Southern New Hampshire HIV/AIDS Task Force was selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of Health and

1

Cruise, P.L. & Liou, K.T. (1993). AIDS Case management: a study of an innovative health service

2

Gardner, L.I. Metsch, L.R., Anderson-Mahoney, P., Loughlin, A.M. Et al. Efficacy of a brief case management intervention to link recently diagnosed HIV-infected persons to care. AIDS 2005 Mar 4; 19(4): 423-31.

Human Services' web site from September 25, 2012 through November 13, 2012. In addition, the bidders' conference was held on October 5, 2012 to provide in-depth information on the required scope of service to potential applicants.

One proposal was received, which was reviewed and scored by three reviewers, two external and one internal. All reviewers have between three and twenty years of experience managing public health programs, including Ryan White Programs, as well as experience managing agreements with vendors. Areas of expertise include infectious disease investigation, Ryan White legislation and medical case management. The reviewers based their evaluation criteria on agency capacity, plan of operation, work plan and budget information provided by the bidder. The reviewers scored the proposal individually, and then came together as a group to discuss and reach consensus on the proposal. The reviewers recommended funding the proposal submitted by the Southern New Hampshire HIV/AIDS Task Force as it met the criteria put forth in the Request For Proposals. The bid summary is attached.

As referenced in the original letter approved by Governor and Council on March 20, 2013, item # 26, and in the Request for Proposal, Renewals Section, this competitively procured Agreement has the option to renew for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council. The Division is exercising this renewal option.

The following performance measures, monitored through site visits and successfully met in the current agreement period, will continue to be used to measure the effectiveness of the agreement.

- 85% of clients who re-enroll in the Ryan White Program over a one-year period, do so without an enrollment lapse.
- 90% of clients have a comprehensive care plan developed, documented and/or updated two or more times over the course of a year.
- 90% of clients will be in continuous care (one visit in each of the 6 months - at least 60 days apart - in a 24-month period).
- 85% of clients' service plans are reviewed by a licensed clinician at least twice a year.

Area served: Statewide

Source of Funds: 100% Other Funds, Pharmaceutical Rebates.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 7, 2014
Page 4

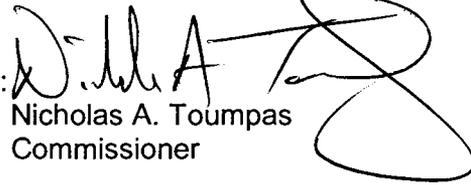
In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

Routine HIV Testing in Healthcare Setting Assessment Project
External Review Summary

Program Name		Infectious Disease - Prevention, Investigation and Care Section (ID-PICS)									
Contract Purpose		HIV Case Management and Support Services									
		Recommended For Funding					Not Recommended For Funding				
The RFP stated that up to three awards of up to \$500,000 total would be awarded. One applicant applied for the award offered.											
RFP Criteria	Max Pts					Southern New Hampshire HIV/AIDS Task Force					
Agency Capacity	30					27.5					
Plan of Operation	25					21.0					
Workplan	25					22.0					
Budget & Justification	15					11.0					
Format	5					5.0					
Total	100					86.5					
Budget Award											
SFY 13						\$166,666					
SFY 14						\$500,000					
Total Award						\$666,666					
RFP Reviewers	Job Title	Affiliation									
Jamie Colnoir, MPH	Ryan White Program Manager	Maine Centers for Disease Control									
Donna Rivera, BA, MSW	Chief of Community Support Services	Greater Lawrence Family Health Center									
Lisa Roy, BA, MSW	TB Program Educator	NH TB Services Program									
Qualifications											
The three reviewers have between three and twenty years of experience managing public health programs, including Ryan White Programs, as well as experience managing agreements with vendors. Lisa Roy has expertise in infectious disease investigation; Jamie Colnoir and Donna Rivera are experts in Ryan White legislation and medical case management.											



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Southern New Hampshire HIV/AIDS Task Force**

This 1st Amendment to the Southern New Hampshire HIV/AIDS Task Force, contract (hereinafter referred to as "Amendment One") dated this 5th day of May, 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 Southern New Hampshire HIV/AIDS Task Force, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 12 Amherst Street, Nashua, New Hampshire 03064.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 20, 2013, 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 amend the agreement by extending the completion date and increasing the price limitation.

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: June 30, 2016
Block 1.8 to read: \$1,666,666.00
- 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 \$500,000.00 for SFY 2015, and by \$500,000 for SFY 2016.

Paragraph 1.2 to Paragraph 1:
Funding is available as follows:

- \$1,000,000 from 05-95-90-902510-2229-102-500731, 100% Other Funds (340B Pharmaceutical Rebates). ;

PN
5/5/14



Delete Paragraph 6
Replace with:

6. 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
Exhibit B-1 (2016) - Amendment 1

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

Contractor Initials: 
Date: 5/5/14



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

5/14/14
Date

Brook Dupee
Brook Dupee
Bureau Chief

Southern New Hampshire HIV/AIDS Task Force

5/5/14
Date

Peter Kelleher
Name: Peter Kelleher
Title: President

Acknowledgement:

State of New Hampshire, County of Hillsborough on 5/5/2014, 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.

Wendy LeBlanc
Signature of Notary Public or Justice of the Peace

WENDY LeBLANC, Notary Public
My Commission Expires February 28, 2019

Wendy LeBlanc, Notary
Name and Title of Notary or Justice of the Peace



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

OFFICE OF THE ATTORNEY GENERAL

5/20/14
Date

Amanda C. Godlewski
Name: Amanda C. Godlewski
Title: Attorney

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:

Contractor Initials: AW
Date: 5/5/14



Exhibit A – Amendment 1

SCOPE OF SERVICES

1. Project Description

The Ryan White Treatment Extension Act of 2009 describes medical case management as a core medical service that increases access to and retention in medical care. The Health Resources and Services Administration (HRSA), the federal agency that administers Ryan White Part B (RWPB), defines medical case management as a “range of client-centered services that link clients with health care, psychosocial, and other services. The coordination and follow-up of medical treatments is a component of medical case management. These services ensure timely and coordinated access to medically appropriate levels of health and support services and continuity of care, through ongoing assessment of the client’s and other key family members’ needs and personal support systems.

2. Required Activities:

The contractor will provide Medical case management includes the provision of treatment adherence counseling to ensure readiness for, and adherence to, complex HIV/AIDS treatments. Key activities include 1.) initial assessment of service needs; 2.) development of a comprehensive, individualized service plan; 3.) coordination of services required to implement the plan; 4.) client monitoring to assess the efficacy of the plan; and 5.) periodic re-evaluation and adaptation of the plan as necessary over the life of the client. It includes client-specific advocacy and/or review of utilization of services.”

The goals of medical case management in this contract are to:

1. Coordinate enrollment for eligible HIV+ New Hampshire residents into the NH CARE Program.
2. Conduct an assessment of client needs and reassess needs at least every six months.
3. Develop an individualized, client centered service plan based on the assessment of needs.
4. Monitor and document client adherence to medical visits and treatment regimens.
5. Ensure that each client gains access to any available medical insurance coverage including Medicare, Medicaid, private health insurance, VA benefits, etc. with RWPB as the payer of last resort.

Each medical case management contractor shall also coordinate the provision of HIV support services. These support services include medical transportation, emergency food banks and nutrition services, housing and rental assistance, and linguistic services.

The HIV support services and relevant goals are as follows:

1. Medical Transportation: To assure access to medical care by providing access to medical and other health-related appointments.
2. Food & Nutrition: To reduce hunger and maintain overall positive health status by assuring access to nutritional foods, nutritional supplements, and/or the services of a registered dietician.

HW

5/5/14



Exhibit A – Amendment 1

3. Housing Assistance: To prevent homelessness by providing short-term assistance for housing and utility costs.
4. Linguistic Services: To improve communication during medical appointments by providing written and verbal translation services for medical or other health related services.

The contractor shall coordinate all NH CARE Program enrollment requirements; Medical Case Management activities; and HIV Support Service activities for the duration of the amendment period. The following changes have been made to the NH CARE Program Enrollment process, to be continued throughout the amendment:

- a Financial eligibility is limited to an annual household income equal to or less than 400% of the Federal Poverty Level (FPL); (Please refer to: <http://aspe.hhs.gov/poverty>);
- b Complete applications are submitted via CAREWare and include proof of residence and client income summary form.

3. Compliance and Reporting Requirements

Compliance and reporting requirements shall remain the same as the original contract throughout the amendment period

4. Performance Measures

Performance Measure #1

Goal: To ensure continuous access to Ryan White services for Medical Case Management (MCM) clients.

Target: 85% of clients who re-enroll in the NH CARE Program over a one-year period, do so without an enrollment lapse.

Numerator: Number of MCM clients who re-enroll in the NH CARE Program who do not experience a lapse in the measurement year.

Denominator: Number of MCM clients who re-enroll in the NH CARE Program during the measurement year.

Data Source: CAREWare

Performance Measure #2

Goal: To ensure that MCM clients had an individualized service plan developed, documented and/or updated two or more times in the measurement year.

Target: 90% of MCM clients had a care plan developed, documented and/or updated two or more times over the course of a year.



Exhibit A – Amendment 1

Numerator: Number of MCM clients who had a medical case management care plan developed, documented and/or updated two or more times in the measurement year.

Denominator: Number of HIV-infected medical case management clients who had at least one medical case management encounter in the measurement year.

Data Source: CAREWare

Performance Measure #3

Goal: To ensure that MCM clients are engaged in continuous and quality clinical care (at least two or more HIV medical care visits in the measurement year).

Target: 90% of MCM clients will be in continuous care (one visit in each of the 6 months (at least 60 days apart) in a 24 month period)

Numerator: Number of MCM clients in the denominator who had at least one medical visit in each 6-month period of the 24-month measurement period with a minimum of 60 days between first medical visit in the prior 6-month period and the last medical visit in the subsequent 6-month period.

Denominator: Number of medical case management patients, regardless of age, with a diagnosis of HIV with at least one medical visit¹ in the first 6 months of the 24-month measurement period.

Data Source: CAREWare/Patient Medical Information Form

Performance Measure #4

Goal: To ensure that MCM client service plans are reviewed by a licensed clinician after each reassessment (every six months).

Target: 85% of MCM client service plans were reviewed by a licensed clinician at least twice a year.

Numerator: Number of MCM service plans updated every six months that are signed by a licensed clinician.

Denominator: Number of MCM service plans that are updated/reassessed every six months.

Data Source: CAREWare

[Handwritten Signature]

5/5/14

Exhibit B-1 (2015) - Amendment 1

Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Southern New Hampshire HIV/AIDS Task Force

Budget Request for: HIV Case Management & Support Services

(Name of RFP)

Budget Period: July 1, 2014 through June 30, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 60,164.00	\$ -	\$ 60,164.00	
2. Employee Benefits	\$ 18,650.00	\$ -	\$ 18,650.00	
3. Consultants	\$ 12,000.00	\$ -	\$ 12,000.00	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 2,500.00	\$ -	\$ 2,500.00	
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 4,000.00	\$ -	\$ 4,000.00	
6. Travel	\$ 1,786.00	\$ -	\$ 1,786.00	
7. Occupancy	\$ 14,000.00	\$ -	\$ 14,000.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 1,963.00	\$ -	\$ 1,963.00	
Postage	\$ 800.00	\$ -	\$ 800.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 3,500.00	\$ -	\$ 3,500.00	
Insurance	\$ 2,300.00	\$ -	\$ 2,300.00	
Board Expenses	\$ 500.00	\$ -	\$ 500.00	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	
12. Subcontracts/Agreements	\$ 303,679.00	\$ 30,367.00	\$ 334,046.00	ceiling rate set at 10% per RFP to subs
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Food and Nutrition	\$ 20,000.00	\$ -	\$ 20,000.00	
Medical Transportation	\$ 5,000.00	\$ -	\$ 5,000.00	
Linguistic Services	\$ 200.00	\$ -	\$ 200.00	
Housing	\$ 2,000.00	\$ -	\$ 2,000.00	
	\$ -	\$ 15,091.00	\$ 15,091.00	ceiling rate set at 10%
TOTAL	\$ 454,542.00	\$ 45,458.00	\$ 500,000.00	for grantee direct expense

Indirect As A Percent of Direct

10.0%

Contractor Initials: 

Date: 5/5/14

Exhibit B-1 (2015) - Amendment 1

Budget

New Hampshire Department of Health and Human Services

Bidder/Contractor Name: Southern New Hampshire HIV/AIDS Task Force

Budget Request for: HIV Case Management & Support Services

(Name of RFP)

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Repair and Maintenance	\$ 2,500.00	\$ -	\$ 2,500.00	
Purchase/Depreciation	\$ 1,000.00	\$ -	\$ 1,000.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 4,000.00	\$ -	\$ 4,000.00	
6. Travel	\$ 1,786.00	\$ -	\$ 1,786.00	
7. Occupancy	\$ 14,000.00	\$ -	\$ 14,000.00	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 1,963.00	\$ -	\$ 1,963.00	
Postage	\$ 800.00	\$ -	\$ 800.00	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ 3,500.00	\$ -	\$ 3,500.00	
Insurance	\$ 2,300.00	\$ -	\$ 2,300.00	
Board Expenses	\$ 500.00	\$ -	\$ 500.00	
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11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	
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Medical Transportation	\$ 5,000.00	\$ -	\$ 5,000.00	
Linguistic Services	\$ 200.00	\$ -	\$ 200.00	
Housing	\$ 2,000.00	\$ -	\$ 2,000.00	
	\$ -	\$ 15,091.00	\$ 15,091.00	ceiling rate set at 10%
TOTAL	\$ 454,542.00	\$ 45,458.00	\$ 500,000.00	for grantee direct expense

Indirect As A Percent of Direct

10.0%

Contractor Initials: 

Date: 5/5/14

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 SOUTHERN NEW HAMPSHIRE HIV/AIDS TASK FORCE is a New Hampshire nonprofit corporation formed March 12, 1991. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of May A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Laurie Goguen, do hereby certify that:

- 1. I am a duly elected Secretary of Southern New Hampshire HIV/AIDS Task Force.
- 2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on January 11, 2013:

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5th day of May, 2014.

4. Peter Kelleher is the duly elected President of the corporation/Southern NH HIV/AIDS Task Force.

Laurie Goguen

(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 5th day of May, 2014,

By Laurie Goguen

(Name of Clerk of the Corporation)

Wendy LeBlanc

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____

WENDY LeBLANC, Notary Public
My Commission Expires February 28, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/23/2014

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Tara Dean, CIC PHONE (A/C No. Ext): (603) 669-3218 E-MAIL ADDRESS: tdean@crossagency.com	FAX (A/C No.): (603) 645-4331													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Citizens Ins Co of America</td> <td>31534</td> </tr> <tr> <td>INSURER B: Hanover Ins Co.</td> <td></td> </tr> <tr> <td>INSURER C: Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Citizens Ins Co of America	31534	INSURER B: Hanover Ins Co.		INSURER C: Philadelphia Indemnity Ins Co	18058	INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Southern New Hampshire HIV/AIDS Task Force 45 High Street Nashua NH 03060															

COVERAGES CERTIFICATE NUMBER: 13-14 GL, BA, PL & Umb REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			ZBV970714700	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AHV970600300	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UHV970913300	7/1/2013	7/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			PHSD856610	7/1/2013	7/1/2014	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A						Per Claim \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER NH DHHS 129 Pleasant Street 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 Jill Charnley/JSC
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DESCRIPTIONS (Continued from Page 1)

Milford Regional Counseling Service, Inc.
Greater Nashua Council on Alcoholism dba Keystone Hall
Southern NH HIV/AIDS Task Force
HH Ownership, Inc.

This Certificate covers all operations usual and customary to the insured's business.

SOUTHERN NH HIV/AIDS TASK FORCE
Financial Statements
For the Year Ended June 30, 2013
(With Independent Auditors' Report Thereon)

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Statement of Cash Flows	6
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MELANSON HEATH & COMPANY, PC
CERTIFIED PUBLIC ACCOUNTANTS
MANAGEMENT ADVISORS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Southern NH HIV/AIDS Task Force

Report on the Financial Statements

We have audited the accompanying financial statements of Southern NH HIV/AIDS Task Force, (a nonprofit organization), which comprise the statement of financial position as of June 30, 2013, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.

Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Southern NH HIV/AIDS Task Force as of June 30, 2013, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 9, 2013 on our consideration of the Southern NH HIV/AIDS Task Force's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Southern NH HIV/AIDS Task Force's internal control over financial reporting and compliance.

Melanson, Heath + Company P.C.

Nashua, New Hampshire
December 9, 2013

SOUTHERN NEW HAMPSHIRE HIV/AIDS TASK FORCE

Statement of Financial Position

June 30, 2013

ASSETS

Current Assets:	
Cash and cash equivalents	\$ 91,333
Accounts receivable	92,003
Due from related organization	<u>9,207</u>
Total Current Assets	192,543
Property and equipment, net	6,790
Noncurrent Assets:	
Other assets	<u>1,000</u>
Total Noncurrent Assets	<u>1,000</u>
Total Assets	<u>\$ 200,333</u>

LIABILITIES AND NET ASSETS

Current Liabilities:	
Accounts payable	\$ 37,442
Accrued payroll and related expenses	<u>17,805</u>
Total Current Liabilities	<u>55,247</u>
Long Term Liabilities:	
Other liabilities	<u>1,000</u>
Total Long Term Liabilities	<u>1,000</u>
Total Liabilities	56,247
Unrestricted Net Assets	<u>144,086</u>
Total Liabilities and Net Assets	<u>\$ 200,333</u>

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

SOUTHERN NEW HAMPSHIRE HIV/AIDS TASK FORCE

Statement of Activities

For the Year Ended June 30, 2013

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Support and Revenue:			
Grants - HOPWA	\$ 227,401	\$ -	\$ 227,401
Grants - Ryan White	70,960	-	70,960
Grants - Other	285,175	-	285,175
Contributions	6,534	-	6,534
Interest income	232	-	232
Income from special events, net	6,419	-	6,419
Other	3,442	-	3,442
Net assets released from restriction	<u>4,295</u>	<u>(4,295)</u>	<u>-</u>
Total Support and Revenue	604,458	(4,295)	600,163
Expenses:			
Program	519,492	-	519,492
Management and general	60,347	-	60,347
Fundraising	<u>25,018</u>	<u>-</u>	<u>25,018</u>
Total Expenses	<u>604,857</u>	<u>-</u>	<u>604,857</u>
Change in net assets	(399)	(4,295)	(4,694)
Net Assets, Beginning	<u>144,485</u>	<u>4,295</u>	<u>148,780</u>
Net Assets, Ending	<u>\$ 144,086</u>	<u>\$ -</u>	<u>\$ 144,086</u>

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

The Southern N.H.
HIV/AIDS Task Force
12 Amherst Street
Nashua, N.H. 03064



(603) 595-8464
(800) 942-7437
Fax: (603) 595-1480
www.aidstaskforcenh.org

Mission Statement

The mission of the Southern New Hampshire HIV/AIDS Task Force is to increase the quality and availability of knowledge, services and resources in all matters relating to HIV infection and AIDS to the people in the Southern New Hampshire region, regardless of race, religion, ethnicity, disability, gender, age, or sexual orientation.

Peter Kelleher President and CEO
Board of Directors

Edward B. Hall Jr. (Ted) Chair **Thomas I. Arnold** Vice-Chair **David Aponovich** Treasurer **Joel Jaffe** Secretary
Sr. **Lorraine Arsenault**, p.m. **Robert Fischer** **Alphonse Haetenschwiller** **Betty Hall** **Nicole Harrington** Fr. **Richard Kelly** **Robert Kelliher**
Michael Kirby **Naomi Moody** **Patrice O'Donnell** **Pamela O'Neil** **Trent Smith** **Paul Thibodeau** **Lynne Weithrauch** **Betty J. Winberg**

Partnership for Successful Living BOARD OF DIRECTORS

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counseling Services, Inc., Greater Nashua Council on Alcoholism, Inc., Southern NH HIV/AIDS Task Force)

David Aponovich - (6/16) **Treasurer**
(Chair, Finance Committee)
(Facilities Committee)
(Executive Committee)

(2nd term +)

Vincent Chamberlain - (6/15) **Vice Chair**
(Chair Resource/Development/
Planning Committee)
(HCC Oversight Committee)

(1st term)

Pastor Geoff DeFranca - (6/15)
(Resource/Development/Planning Committee)

(1st term)

Laurie Des Rochers - (6-15) (Facilities Committee)
(Resource/Development/
Planning Committee)

(1st term)

Robert Fischer - (6-15) **Chair of the Board**
(Resource/Development/
Planning Committee)
(HCC Oversight Committee)

(2nd term +)

Laurie Goguen - (6-16) **Secretary**
(Governance Committee)
(HCC Oversight Committee)
(Executive Committee)

(2nd term)

Nathan Goodwin - (6-16)

(1st term)

Alphonse Haettenschwiller - (6/15) (Finance Committee)
(HCC Oversight Committee, Chair)

(2nd term)

Joel Jaffe - (6-16) (Executive Committee)
(1st term)

Robert Kelliher - (6-16) (Chair, Facilities Committee)
(Governance Committee)
(2nd term)

Lynn King - (6-16) (Resource/Development/
Planning Committee)
(Chair, Governance Committee)
(1st term)

Captain James Lima - (6/15) (Governance Committee)
(Facilities Committee)
(1st term)

Naomi Moody - (6/16) (Committee Assignment-Pending)
(1st term)

Rick Plante - (6-16)
(1st term)

Dan Sallet - (6-16) (Finance Committee)
(1st term)

Trent Smith - (6-16) (Chair, Executive Committee)
(HCC Oversight Committee)
(2nd term)

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Southern New Hampshire HIV/AIDS Task Force

Name of Bureau/Section: Infectious Disease Prevention, Investigation, & Care Services Section

				AMOUNT PAID FROM THIS CONTRACT
Wendy LeBlanc	Program Manager	\$18,200	100.00%	\$18,200.00
Zena Ramirez	Case Manager	\$9,152	100.00%	\$9,152.00
Magaly Rios	Case Manager	\$12,012	100.00%	\$12,012.00
Kayla Fogg	Case Manager	\$10,400	100.00%	\$10,400.00
Migdalia Rodriguez	Case Manager	\$10,400	100.00%	\$10,400.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$60,164.00

				AMOUNT PAID FROM THIS CONTRACT
Wendy LeBlanc	Program Manager	\$18,200	100.00%	\$18,200.00
Zena Ramirez	Case Manager	\$9,152	100.00%	\$9,152.00
Magaly Rios	Case Manager	\$12,012	100.00%	\$12,012.00
Kayla Fogg	Case Manager	\$10,400	100.00%	\$10,400.00
Migdalia Rodriguez	Case Manager	\$10,400	100.00%	\$10,400.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$60,164.00

WENDY LEBLANC

OBJECTIVE:

To obtain a position of responsibility in the field of HIV/AIDS

HIGHLIGHTS OF QUALIFICATIONS

- Over fifteen years experience providing intensive Case Management services to an ethnically diverse population of HIV+ individuals.
- Over twenty years of management experience including staff training and development.
- Competent and reliable professional with a proven record of success in assuming increasing levels of responsibility.
- Outstanding communication and organizational skills.
- Skilled in use of Microsoft Word, Access, Excel, PowerPoint and Publisher.

RELEVANT SKILLS AND EXPERIENCE

ADMINISTRATION/MANAGEMENT

- Successful management of several client service programs at AIDS Service Organization. Budgeting, tracking, reporting and implementing services to consistently exceed goals for number of clients served while expending budgets efficiently.
- Director of Client Services 2004-2006, Vice President 2006-present
- Consistently received outstanding performance reviews as manager of a busy portrait studio. Regularly achieved sales results above budgeted goals in spite of marketing cutbacks. Awarded Studio Manager of the Month six times within a market of hundreds of studios nationwide.

KNOWLEDGE OF HIV/AIDS

- Member of Client Services team, providing quality Case Management and other support services to HIV+ individuals.
- Support Group Facilitator for HIV+ individuals and their caregivers.
- Member of NH Community Planning Group for HIV/AIDS Care and Prevention.
- Certified HIV Test Counselor.

PROGRAM DEVELOPMENT

- Developed and Implemented Respite Care Program, including volunteer/provider training, volunteer handbook and all tracking procedures and database. Successfully coordinated in-home services for HIV+ individuals, regularly exceeding goals for number of clients served.
- Restructured HOPWA (Housing Opportunities for Persons With AIDS) Program (\$547,000 budget) to comply with HUD guidelines. Expanded areas of supportive services to include more support for basic needs, increasing the number of clients served in this capacity by over 50%.
- Lead grant writer and implementer of new HOPWA program providing ongoing subsidies for 31 individuals and families living with HIV/AIDS with a three year budget of \$1.4 million.
- Secured funding for and implemented expansion of Food Pantry services to include culturally appropriate foods for all agency clients.
- Successfully applied for and was awarded NH Statewide HIV contract from NH DPHS

COMMUNITY RELATIONS

- Member of Greater Nashua Continuum of Care on Homelessness. (Vice Chair 2006-2008, Chair 2008-2013)
- Member of NH HIV Planning Group
- Member of Dartmouth Hitchcock Medical Center's HIV clinic Community Advisory Board
- Member of Boston EMA Ryan White Part A Planning Council

WRITING/EDITING

- Successful grant writing for Client Service programs
- Quarterly and annual progress reporting for Client Service programs.

ACHIEVEMENTS

- 2006 Recipient of AIDS Housing Corporation's Medoff AIDS Housing Award
- Recognized by Springfield College's School of Human Resources in Manchester, NH for outstanding contributions as a leader in continuum care.
- 2014 Nashua Telegraph's 25 Most Extraordinary Woman

EMPLOYMENT HISTORY

1999-present	Client Services/Office Manager (presently Vice President)	Southern NH HIV/AIDS Task Force Nashua, NH
1998-1999	Customer Service	Winco Identification, Nashua, NH
1990-1998	Studio Manager/District Trainer	Lifetouch Portrait Studios, Nashua, NH
1987-1990	Store Manager	Popeye's Fried Chicken, Nashua, NH

PROFESSIONAL DEVELOPMENT IN AREAS SUCH AS:

- Management Skills
- Customer Service
- Psychiatric Emergencies
- End of Life Issues
- Compassion Fatigue
- Grant Writing
- HIV/AIDS Care, including HIV Counseling and Testing
- Cultural Competency
- Anger Management and Difficult Behaviors
- Personality Disorders
- Spanish for Healthcare Professionals

Zena Ramirez

Education -1974-1977

Hostos Community College
Bronx, NY
Major: Accounting

Employment

1996 - Present: Southern NH HIV/AIDS Task Force, Nashua, NH *Medical Case Manager*

- Conduct assessments and reassessments and develop an individualized service plan for clients needs every six months
- Work in collaboration with the client to identify goals and to develop steps in order to meet those goals
- Enroll client in the NH CARE Program and gather paperwork necessary for enrollment
- Support clients in preparing for and making medical appointments
- Track medical appointments and develop appointment reminder strategies
- Participate in clients comprehensive care
- Work collaboratively with other members of the client's medical team. Provide feedback and communicate with client's medical staff regarding client's current situation.
- Accompany clients to medical appointments when necessary to provide linguistic and advocacy services.
- Coordinate transportation services for clients to medical, dental and or psycho-social appointments.
- Refer clients to additional resources when needed, including but not limited to: housing, benefits, nutrition, partner notification, HIV Drug Reimbursement Program, advocacy services, transportation, substance abuse and mental health services including methadone maintenance and needle exchange, domestic violence, employment and training, care coordination and primary care.
- Document all contact with client and all services provided to client
- Participate in training to advance knowledge of HIV/AIDS care and treatment

1994 - 1996: Inter Council Community Fellowship, Inc., NY, NY
Case Manager Technician

- Assist with hospital, social services and legal matters
- Provide Case Management
- System negotiation liaison

Buddy Volunteer

- Escort clients from hospital to home
- Assist clients with light cleaning and shopping
- Accompany clients to appointments

1990 - 1992: Start Home Care, Bronx, NY
Home Health Aide

- Ambulated and Positioned patients
- Escort clients to appointments
- Assist clients with personal care

Training Certificates Earned:

- 01/2013 – OraQuick Rapid Antibody Test Training Program
- 09/2009 – Department of Health & Human Services Workshop
- 03/1996 – Mount Sinai Medical Center – Pre and Post HIV Test Counselor Training Course
- 01/1996 – The Center for Community Alternatives – Peer Education Training Program HIV/AIDS
- 01/1996 – The Spellman Center – Basic Health Education Series in HIV
- 10/1995 – Cikatelli Associations, Inc. – Overview of HIV Infection and AIDS
- 04/1995 – Cikatelli Associations, Inc. – TB Frontline Staff Training
- 03/1995 – Arrive – HIV/AIDS Education/Substance Abuse
- 12/1994 – The Spellman Center – AIDS Education
- 11/1994 – New York City Department of Health – Adolescent HIV Prevention Training

Skills: Fluent Spanish/English
Good Computer Skills

Magaly Rios

m.rios@aidstaskforcenh.org

Highlights of Qualifications

- Bilingual, bicultural, speak and write in Spanish
- Seven years working with HIV positive individuals
- Certified to do HIV testing with OraQuick
- Familiar with resources in the community
- Participate in the Annual Partnership Thanksgiving Dinner since 2008
- Member of the Partnership Safety Committee
- Work closely with Partnership Agencies
- Great communication skills
- Good computer skills

Community Relations

- Member of Greater Nashua Continuum of Care since 2009
- Member of the Ending Homeless subcommittee and the Employment subcommittee.
- Involved in the planning of Project Ending Homeless event since 2009 and participate on the day of the event- an event where many agencies meet under one roof to connect individuals to services in the community.
- Involved in the planning of the Employment Connect Event- a job fair for the homeless or those at risk of homelessness

Knowledge of HIV/AIDS

- Certified in one CDC Effective Behavioral Intervention
- STD/HIV prevention Counseling
- Substance abuse treatment planning
- Familiar with HIV/AIDS treatments
- Personally impacted by HIV/AIDS

Awards/Certificates

09/2007- Fundamentals of HIV

11/2007- HIV Case Manager training

09/2008- Southern NH HIV/AIDS Task Force Staff recognition award

02/2009- Two Hour Boundaries training

05/2009- Homeless Veterans Reintegration Program (HVRP) training

12/2010- Compassion and Fatigue

Employment History

1/2007- current Case Manager- Southern NH HIV/AIDS Task Force

9/2006-1/2007 Assistant Case Manager- Southern NH HIV/AIDS Task Force

2000/2002 Crew Trainer- Mc Donald's, Nashua NH

2002/2006 Night Manager/Wholesales- Danelly's Nashua, NH

Other responsibilities at the Task Force include but are not limited to:

Food Pantry Coordinator

Take inventory on a monthly basis for the NH Food Bank and prepare related reports for the USDA every 3 months.

03/2013 received a certificate of completion on Food safety by the University of New Hampshire

Education

Nashua High School 1999-2002

High School Diploma

- Worked with special education students- 2002
- Studied child care and development 2001- 2002

Kayla Fogg

K. Fogg, 2012

k.fogg@aidstaskforcenh.org

Education/Training

2013

- Fundamentals of HIV Prevention Counseling Training by the NH Division of Public Health Services
- Health Insurance Marketplace Workshop by Centers for Medicaid and Medicare Services
- Oraquick Rapid Antibody Test HIV 1/2 Training by Orasure Technologies
- Advanced Skills in Culturally competent Services by the NH Coalition to End Homelessness
- Improving outreach, engagement and retention in HIV services for communities of color by the New England AIDS and Education and Training Center
- Food Handling Safety Course by the University of New Hampshire Cooperative Extension

2011 University of Southern Maine, Lewiston-Auburn College
Bachelor of Science - Social and Behavioral Sciences; GPA 3.6

Safe Voices – Internship, Lewiston, Maine

- Fundraiser Initiatives
- Proposals and Budgeting Support
- Marketing Support
- Quarterly Newsletter Submissions
- Educational Outreach Communications
- Documentation
- Professional Development
- Case Management Services

2009 Pharmacy Technician - National Certification

2007 University of Connecticut, Hartford, Connecticut
Pre-Pharmacy; GPA 3.7

Excellence, Professionalism, Stewardship, Compassion

Employment

**2013- Present Southern NH HIV/AIDS Task Force
Medical Case Manager**

- Provide on-going case management services to consumers (service planning and implementation; inter-agency collaboration, crisis management) as outlined in the Ryan White Act Part A Standards of Care
- Intake assessments and service planning for new clients
- Assess client needs make appropriate referrals and track services
- Maintain records and charts for client related activities
- Provide community support for client appointments as needed
- Provide housing advocacy and information, permanent housing placement services
- Provide budgeting and financial planning assistance
- Attend quarterly statewide case manager meetings and other meetings and training programs as directed.
- Complete data tracking and quarterly reporting for various funding streams
- Participate in grant writing activities
- Correspondence as necessary for direct services
- Collaborate with community agencies for special programs
- Participate in holiday gift and food basket programs
- Provide client related data reports as needed
- Participate in agency-related fundraising events
- Liaison with other HIV/AIDS service providers and organizations
- Participate in clinical supervision as directed by the Director of Client Services
- Other duties as assigned

**2006 – Present Rite Aid Pharmacy, Maine, New Hampshire
National Certified Pharmacy Technician**

- Customer Care (First and foremost)
- Collaboration with diverse team of pharmacists/ interns/technicians
- Working knowledge and Dispensing of Prescription Medications
- Familiarity with Related Health Conditions
- Insurance Billing
- Conflict Resolution
- Healthcare Professional Contacts
- Legal Documentation
- Pharmaceutical Inventory and Ordering.

**2007 Walgreens Pharmacy, Manchester, Connecticut
Pharmacy Technician – see above responsibilities**

Excellence, Professionalism, Stewardship, Compassion

Community/Volunteer Service

2011 –

2013 Southern New Hampshire HIV/AIDS Taskforce

- Receptionist duties- including being an upbeat caring voice answering the phone or greeting anyone who walks through the door
- Staff Support
- Event help
- Continued learning about HIV/AIDS through independent research and educational sessions.

2011 Maine Voices for Palestinian Rights

- USM Faculty / Peer Collaboration
- Event Planning
- Organization and Time Management Skills

2009 Building Castles Together – USM & Sand Castles Initiative

- Community Outreach
- Collaboration and Team Work
- Recruitment
- Data Collection and Analysis
- Advocacy for Parents and Children

Migdalia Rodriguez

Education - 1996-2001

Rivier College, Nashua, NH
Paralegal Studies - BS Degree Completed May 2001
*Program is ABA approved

Foreign Languages - Spanish

Employment

2013 - Present: Southern NH HIV/AIDS Task Force
Medical Case Manager

- Conduct assessments and reassessments and develop an individualized service plan for clients needs every six months
- Work in collaboration with the client to identify goals and to develop steps in order to meet those goals
- Enroll client in the NH CARE Program and gather paperwork necessary for enrollment
- Support clients in preparing for and making medical appointments
- Track medical appointments and develop appointment reminder strategies
- Participate in clients comprehensive care
- Work collaboratively with other members of the client's medical team. Provide feedback and communicate with client's medical staff regarding client's current situation.
- Accompany clients to medical appointments when necessary to provide linguistic and advocacy services.
- Coordinate transportation services for clients to medical, dental and or psycho-social appointments.
- Refer clients to additional resources when needed, including but not limited to: housing, benefits, nutrition, partner notification, HIV Drug Reimbursement Program, advocacy services, transportation, substance abuse and mental health services including methadone maintenance and needle exchange, domestic violence, employment and training, care coordination and primary care.
- Document all contact with client and all services provided to client
- Assist in maintaining the food pantry stocked, clean and organized
- Participate in training to advance knowledge of HIV/AIDS care and treatment

Training Certificates Earned:

- 05/2013 - Fundamentals of HIV and HCV
- 10/2013 - Improving outreach, engagement and retention in HIV services for communities of color
- 10/2013 - Simply Speaking HIV: An Experts Educator's CME Lecture Series. Individualizing HIV Therapy: Consideration for Simplified Convenient Regimens
- 01/2014 - SAFE Safety Awareness in the Food Environment

2004 - 2013: Southern NH Services, Nashua, NH Intake Worker

- Conduct Interviews
- Gather information necessary to complete applications
- Review applications for accuracy and completeness
- Approve benefits for clients
- Maintain contact with a diverse population in person and by phone
- Maintain client confidentiality at all times

2003: Graig & Gatzoulis PLLC, Nashua, NH Secretary/Paralegal

- Draft a variety of legal documents
- Screen potential clients over the phone
- Kept track of attorney's time, and bill clients
- Open files and prepare the necessary paperwork
- Assist with trial preparations
- Ordered office supplies and kept track of expenses
- Answer incoming calls and provided translation assistance
- Gathered information about clients for attorney purposes
- Filed legal documents with appropriate court

2002 - 2003: **ERA The Masiello Group, Nashua, NH**
Realtor/ Receptionist

- Provide clients assistance in locating real estate
- Draft real estate contracts
- Provide referral assistance for relocations
- Answer incoming calls on a 17-Line phone system
- Schedule appointments for 40 agents
- Keep track of paperwork, organize and prioritizing
- Restock supply cabinets and information packages
- Keep track of mailings for proper billing
- Responsible for filing, faxing, copying and distributing mail

Computer Skills: Microsoft Word, Excel, WordPerfect

References: Available upon request

SRJ
Be

26



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4502 1-800-852-3345 Ext. 4502
Fax: 603-271-4934 TDD Access: 1-800-735-2964

Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

January 22, 2013

G&C Approved

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

Date 3/20/2013
Item # 26

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control, Infectious Disease Prevention, Investigation and Care Services Section, to enter into an agreement with Southern New Hampshire HIV/AIDS Task Force, Vendor # 156984 B001, 12 Amherst Street, Nashua, New Hampshire 03064 to provide medical case management and support services to individuals with Human Immunodeficiency Virus served by the New Hampshire Ryan White Comprehensive Acquired Immune Deficiency Syndrome Resources Emergency Act Program statewide, to be effective March 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2014, in an amount not to exceed \$666,666.00. Funds are available in the following account 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 with authority to adjust amounts if needed and justified between State Fiscal Years.

100% Other Pharmaceutical Rebates

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

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500731	Contracts for Program Services	90024602	\$166,666.00
SFY 2014	102-500731	Contracts for Program Services	90024602	\$500,000.00
			Total	\$666,666.00

EXPLANATION

Funds in this agreement will be used to provide medical case management and support services to individuals who have Human Immunodeficiency Virus and are enrolled in the Ryan White Program. Medical case management services include a comprehensive assessment of client needs; the development of an individual client centered service plan; and documented communication with medical providers to assure that clients remain engaged in medical care. Support services include the provision of supplementary food/nutrition services, medical transportation, housing services and linguistic services. The provision of medical case management and support services links individuals who are uninsured, underinsured or low-income to essential health services and prevents or reduces the disruption of retention in medical care.

This agreement will help Ryan White Program participants to remain engaged in medical care and adherent to antiretroviral therapy. Medical case managers will assist program participants in developing person-centered service plans that will identify and remove barriers to engaging and remaining in medical care and staying adherent to medical recommendations including antiretroviral therapy. Medical case managers maintain regular contact with medical providers to assure that clients have at least two routine medical care visits over a twelve-month period. Retention in medical care and adherence to antiretroviral therapy are essential to suppressed viral load, which prevents the transmission of Human Immunodeficiency Virus 96% of the time. The benefits of medical case management are well documented in published literature: reduces cost of medical care by decreasing hospitalization; enrolled clients are 1.5 times more likely to follow drug regimens;¹ and early and continuous adherence to antiretroviral therapy reduces the likelihood of sexual transmission of Human Immunodeficiency Virus by 96%; thus significantly reducing the spread of the infection.² Engagement in medical case management is a requirement for all Ryan White Program participants.

These activities are not duplicated elsewhere in the State and will benefit the general New Hampshire population by limiting the spread of new infection and improving health outcomes for persons living with Human Immunodeficiency Virus.

Should Governor and Executive Council not authorize this Request, program participants will lack support to enroll and remain active in the Ryan White Program, which provides access to pharmaceutical coverage, health insurance premium assistance, primary medical care services, dental services, mental health and substance abuse services. Non-involvement will subsequently cause a significant proportion of clients to disengage from medical care and life sustaining antiretroviral therapy.

Southern New Hampshire HIV/AIDS Task Force 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 September 25, 2012 through November 13, 2012. In addition, the bidders' conference was held on October 5, 2012 to provide in-depth information on the required scope of service to potential applicants.

One proposal was received, which was reviewed and scored by three reviewers, two external and one internal. All reviewers have between three and twenty years of experience managing public health programs, including Ryan White Programs, as well as experience managing agreements with vendors. Areas of expertise include infectious disease investigation, Ryan White legislation and medical case management. The reviewers based their evaluation criteria on agency capacity, plan of operation, work plan and budget information provided by the bidder. The reviewers scored the proposal individually, and then came together as a group to discuss and reach consensus on the proposal. The reviewers recommended funding the proposal submitted by the Southern New Hampshire HIV/AIDS Task Force as it met the criteria put forth in the Request For Proposals. The bid summary is attached.

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to renew for two additional years, 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.

1

Cruise, P.L. & Liou, K.T. (1993). AIDS Case management: a study of an innovative health service

2

Gardner, L.I. Metsch, L.R., Anderson-Mahoney, P., Loughlin, A.M. Et al. Efficacy of a brief case management intervention to link recently diagnosed HIV-infected persons to care. AIDS 2005 Mar 4; 19(4): 423-31.

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

- 85% of clients who re-enroll in the Ryan White Program over a one-year period, do so without an enrollment lapse.
- 95% of clients submit a complete application to Medicaid annually.
- 90% of clients have a comprehensive care plan developed, documented and/or updated two or more times over the course of a year.
- 90% of clients will be in continuous care (at least two visits for routine medical care in a 12 month span, at least 3 months apart).
- 85% of clients' service plans are reviewed by a licensed clinician at least twice a year.

Area served: Statewide

Source of Funds: 100% Other Funds (340B Pharmaceutical Rebates).

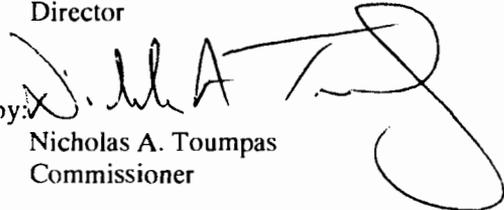
In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/sm

**Routine HIV Testing in Healthcare Setting Assessment Project
External Review Summary**

Program Name	Infectious Disease - Prevention, Investigation and Care Section (ID-PICS)									
Contract Purpose	HIV Case Management and Support Services									
	Recommended For Funding					Not Recommended For Funding				
The RFP stated that up to three awards of up to \$500,000 total would be awarded. One applicant applied for the award offered										
RFP Criteria	Max Pts	Southern New Hampshire HIV/AIDS Task Force								
Agency Capacity	30	27.5								
Plan of Operation	25	21.0								
Workplan	25	22.0								
Budget & Justification	15	11.0								
Format	5	5.0								
Total	100	86.5								
Budget Award										
SFY 13		\$166,666								
SFY 14		\$500,000								
Total Award		\$666,666								
RFP Reviewers	Job Title	Affiliation	Qualifications							
Jamie Colnoir, MPH	Ryan White Program Manager	Maine Centers for Disease Control	The three reviewers have between three and twenty years of experience managing public health programs, including Ryan White Programs, as well as experience managing agreements with vendors. Lisa Roy has expertise in infectious disease investigation. Jamie Colnoir and Donna Rivera are experts in Ryan White legislation and medical case management.							
Donna Rivera, BA, MSW	Chief of Community Support Services	Greater Lawrence Family Health Center								
Lisa Roy, BA, MSW	TB Program Educator	NH TB Services Program								

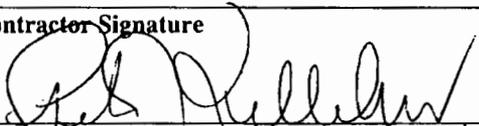
Subject: HIV Case Management and Support Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services Division of Public Health Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3 Contractor Name Southern New Hampshire HIV/AIDS Task Force		1.4 Contractor Address 12 Amherst Street Nashua, NH 03064	
1.5 Contractor Phone Number (603) 595-8464	1.6 Account Number 05-95-90-902510-2229-102-500731	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$666,666.00
1.9 Contracting Officer for State Agency Lisa Bujno, Bureau Chief		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter Kelleher, CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>2/5/13</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) <u>Laurel Lefavor</u> LAUREL A. LEFAVOR, Notary Public My Commission Expires September 22, 2015			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Laurel Lefavor Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Lisa Bujno</u> Lisa Bujno, Bureau Chief	
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: <u>Jeanne P. Herlihy, Attorney</u> On: <u>19 Feb. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

NH Department of Health and Human Services

Exhibit A
Scope of Services

HIV Case Management and Support Services

CONTRACT PERIOD: March 1, 2013 or date of G&C approval, whichever is later, through June 30, 2014

CONTRACTOR NAME: Southern NH HIV/AIDS Task Force

ADDRESS: 12 Amherst Street, Nashua, NH 03064

PRESIDENT/CEO: Peter Kelleher

TELEPHONE: (603) 595-8464

The Contractor shall:

1. Provide medical case management (MCM) services and HIV support services to HIV positive individuals served by the NH CARE Program, statewide.

Specific Provisions:

The Contractor shall:

A General Requirements

1. Comply with the rules, regulations and policies as outlined by HRSA, NH DHHS, Division of Public Health Services, and Bureau of Infectious Disease Control.
2. Demonstrate that all other funding sources are fully exhausted before Ryan White funds are utilized. Funded contractors are responsible for screening clients for eligibility of Medicaid, Medicare, third-party insurance, and other funding sources as appropriate.
3. Participate in no less than one site visit per year. Site visits will include a review of both fiscal and programmatic documentation. Key personnel involved in implementation of the Scope of Services at any and all locations where funded activities occur, as well as appropriate records, must be available for site visits.
4. Comply with all applicable provider/subgrantee responsibilities outlined in the HRSA National Monitoring Standards, as instructed by DPHS. The National Monitoring Standards may be found online:
 - a. Fiscal Standards: <http://hab.hrsa.gov/manageyourgrant/files/fiscalmonitoringpartb.pdf>
 - b. Program Standards: <http://hab.hrsa.gov/manageyourgrant/files/programmonitoringpartb.pdf>
 - c. Universal Standards: <http://hab.hrsa.gov/manageyourgrant/files/universalmonitoringpartab.pdf>
5. Participate in the development and networking of CAREWare, as lead by the NH CARE Program, for the documentation of initial assessments, individual service plans and re-assessments.

B NH DPHS HIV CARE Program Enrollment

1. Verify the insurance status of the client. Insurance status and documentation must be filed in the client chart.
2. Ensure MCM clients meet the following eligibility for the NH CARE Program:
 - a. Documented medical diagnosis of HIV;
 - b. Documented New Hampshire state address and reside within the state;

Contractor Initials: PK

Date: 1/11/13

- c Monthly income is equal to or less than 300% of the Federal Poverty Level (FPL); (Please refer to: [http: aspe.hhs.gov/poverty](http://aspe.hhs.gov/poverty));
 - d NH Medicaid application is completed annually;
 - e Client cannot be an inmate of a New Hampshire state correctional institution or an inmate when application is approved;
- 3 Ensure MCM clients remain active in the NH CARE Program, by:
- a Submitting timely renewal applications to the NH CARE Program office every six months.
 - i Complete applications include application form, proof of income, proof of HIV positive status, date of most recent Medicaid application, and completed Patient Medical Information (PMI) form (30 day grace period).
 - ii If clients experience a lapse in enrollment, the NH CARE Program will not be able to pay for services provided during the lapse.
 - b Submitting complete pre-authorization forms for dental services, mental health services, substance abuse counseling and treatment, home care, home and community based care, and nutritional supplements.
 - c Submitting timely and complete documentation to assure insurance continuation payment for qualified participants.

C Medical Case Management

- 1 Ensure the provision of MCM services for all NH CARE Program clients, up to 600 clients per year, statewide.
- 2 Ensure that all case management services are delivered by a qualified case manager who meets at least one of the following criteria:
 - a A licensed clinician;
 - b A person under the direct supervision of a licensed clinician;
 - c A person who works with a licensed clinician who is part of the clinical care team.

A licensed clinician is defined as a registered nurse, nurse practitioner, physician, licensed clinical social worker, licensed mental health counselor, licensed psychologist, or other licensed medical professional.
- 3 Ensure that all qualified case managers hold at minimum a bachelor's degree, or having extensive experience in a human services related field such as social work, psychology, nursing, counseling, or health education, as well as experience in the field of HIV.
- 4 Provide NH CARE Program clients with a comprehensive range of case management services to include, at a minimum:
 - a An initial assessment of the participant's needs and personal support systems documented and filed in the individual's chart, using the NH assessment form or a reasonable facsimile;

The initial assessment should cover the following areas at a minimum:

 - (a) Medical provider information
 - (b) HIV history and HIV medication status
 - (c) Insurance status
 - (d) Employment and financial status
 - (e) Housing status
 - (f) Nutritional status
 - (g) Transportation status
 - (h) Mental health status
 - (i) Substance abuse history
 - (j) Personal support systems and relationships
 - (k) Individual's understanding of current HIV status and need for medical care.
 - (l) Individual's knowledge of safer sex and safer needle use.
 - (m) Barriers to coordination of care
 - b The development of an individual client centered service plan based on the needs identified in the assessment, documented and filed in the client chart, using the NH individual service plan or a reasonable facsimile;
 - c The coordination of services to meet the needs identified in the individual's service plan;

- d The provision of support necessary to assure the individual's adherence to medical treatment plans including medical visits as evidenced by documented communication with medical providers;
 - e The provision of support necessary to engage or re-engage an individual in care
 - f Conduct a re-assessment of the participant's service plan every six months to make revisions to reflect the individual's needs, documented and filed in the client chart.
 - g Assurance that the service plan reflects clinical consultation with a licensed clinician at least twice a year.
 - h The service plan should also reflect the need and provision of HIV support services that are funded through this RFP.
- 5 Assist clients with application to Medicaid, Medicare, NH Pre-existing Condition Insurance Plan and/or other insurance programs as well as Social Security Disability, and Veterans Affairs benefit programs

D HIV Support Services

The contractor shall provide or coordinate the provision of the following services, which reflect person-centered planning and community integration principles. The contractor shall also document that other funding sources have been exhausted, per General Requirement A2:

Food and Nutrition:

The provision of supplemental food and medical nutrition therapy services may be in the form; supermarket debit cards, or food vouchers; and includes registered dietician services, and/or nutritional supplements as well as personal hygiene products.

Note: Food vouchers may only be used for the purchase of food and personal hygiene products. They may not be used for the purchase of alcohol or cigarettes. Receipts should reflect the purchases made. Emergency food should be purchased or from community food banks.

Medical Transportation

Transportation to HIV related health services and appointments may be in the form of taxi vouchers, agency van, volunteer rides, and/or bus tokens.

Housing

Short-term assistance to support emergency, temporary or transitional housing may also include utility assistance.

Linguistic Services

Interpretation (oral) and translation (written) services, provided by qualified individuals to be used to support the delivery of other Ryan White funded services.

E Reports/Records/Documentation

- 1 Obtain a signed Consent for Release of Information Form in order to review records at site visits and share information with service providers, pharmacies, the NH CARE Program and other payers.
- 2 Maintain a client file (paper chart or in CAREWare) for every enrolled NH CARE Program client.
- 3 Ensure that client files include at a minimum:
 - a The initial Assessment Form and the semi-annual Reassessment Form,
 - b The individual service plan,
 - c Confidentiality policy,
 - d Grievance policy,
 - e Release of information form,
 - f Date, type and duration of each encounter,
 - g HIV status documentation,
 - h Income verification,
 - i Insurance verification,
 - j Referrals made and referral outcomes,
 - k For incarcerated individuals, documentation of discharge planning.
- 4 Submit a quarterly narrative report that reflects funded program services, 15 days after the close of each quarter. The report shall address:

- a The unduplicated number of clients including demographic characteristics, transmission category, and state of HIV-related illness;
 - b Progress made and efforts undertaken to meet goals and objectives;
 - c Progress made toward performance measures;
 - d Any problems, challenges or obstacles;
 - e Any actions taken or plans to resolve such problems, obstacles or challenges in meeting the projected or targeted goal or the contract.
- 5 Submit a year-end report 45 days after the end of the contract year. Year-end reports will follow a format similar to the quarterly reports.

F Fiscal Submission

The contractor shall:

- 1 Submit monthly invoices and required back up documentation as instructed by the DPHS.

Performance Measures

Performance Measure #1

Goal: To ensure continuous access to Ryan White services for clients receiving Medical Case Management services.

Target: 85% of clients who re-enroll in the NH CARE Program over a one-year period, do so without an enrollment lapse.

Numerator: Number of clients who re-enroll in the NH CARE Program who do not experience a lapse in the measurement year.

Denominator: Number of clients who re-enroll in the NH CARE Program during the measurement year.

Performance Measure #2

Goal: To ensure that all clients receiving Medical Case Management services meet the annual requirement that NH CARE Program clients apply to Medicaid.

Target: 95% of clients submit a complete application to Medicaid annually.

Numerator: Number of clients who submit a complete application to Medicaid in the measurement year.

Denominator: Number of clients enrolled in the NH CARE Program in the measurement year.

Performance Measure #3

Goal: To ensure that clients receiving medical case management services have an individualized client centered comprehensive service plan developed, documented and/or updated two or more times in the measurement year.

Target: 90% of clients had a comprehensive care plan developed, documented and/or updated two or more times over the course of a year.

Numerator: Number of clients who had a comprehensive care plan developed, documented and/or updated two or more times in the measurement year.

Denominator: Number of HIV-infected clients who had at least one medical case management encounter in the measurement year.

Performance Measure #4

Goal: To ensure that clients receiving medical case management services are engaged in continuous quality clinical care (at least two or more HIV related medical care visits in the measurement year).

Target: 90% of clients will be in continuous care (at least two visits for routine HIV medical care in a 12 month span, at least 3 months apart)

Numerator: Number of clients who had a medical visit with a provider with prescribing privileges at least two times in a 12 month span, at least three months apart during the measurement year.

Denominator: Number of clients who were enrolled in MCM for the entire span of the measurement year.

Performance Measure #5

Goal: To ensure that individuals receiving medical case management services have service plans reviewed by a licensed clinician (see description in C1) after each reassessment (every six months).

Target: 85% of MCM client service plans were reviewed by a licensed clinician at least twice a year.

Numerator: Number of MCM service plans updated every six months that are signed by a licensed clinician.

Denominator: Number of MCM service plans that are updated/reassessed every six months.

Cultural and linguistically Appropriate Standards of Care

DPHS recognizes that culture and language have considerable impact on how consumers access and respond to public health services. Culturally and linguistically diverse populations experience barriers in efforts to access health services. To ensure equal access to quality health services, DPHS expects the Contractor shall provide culturally and linguistically appropriate services according to the following guidelines:

1. Assess the ethnic/cultural needs, resources and assets of their community.
2. Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment.
3. When feasible and appropriate, provide clients of minimal English skills with interpretation services. Offer consumers a forum through which clients have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may deserve response.
4. The contractor shall maintain a program policy that sets forth compliance with title VI, Language Efficiency and Proficiency. The policy shall describe the way in which the items listed above addressed and shall indicate the circumstances in which interpretation services are provided and the method of providing the service (e.g. trained interpreter, staff person who speaks the language of the client, use of the language line)

State and Federal Laws

The contractor is responsible for compliance with all relevant state and federal laws. Special attention is called to the following statutory responsibilities. The contractor shall:

1. Assure compliance with all Clinical Laboratory Improvement Act (CLIA) and RSA 141.F.
2. Comply with the CDC's "Content of AIDS Related Written Materials, Pictorials, Audiovisuals, Questionnaires, Survey Instruments, and Educational Sessions in CDC Assistance Program" January, 1991, and RSA 141-F. All materials developed or purchased must be reviewed or approved by the STD/HIV Prevention Section and the NH HIV Materials Review Committee. Compliance with RSA 141-F, "Any materials, courses, and programs distributed, developed, or provided shall stress that abstinence or a monogamous relationship and avoiding drugs are the most effective ways to prevent contracting the Human Immunodeficiency Virus."

Publications Funded Under Contract

1. The DPHS 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, websites, protocols or guidelines, posters and/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 DPHS on all materials produced under this contract following the instructions outlined in Exhibit C1 (5).

Staffing

1. Vacancies – If any positions essential to carrying out the scope of services become vacant the Contractor shall notify DPHS within 10 days. The contractor should keep the section informed with regard to the search for filling all essential position.
2. New Hires - The Contractor shall notify the DPHS prior to the filling any vacant positions essential to carrying out this scope of service. A resume of the employee shall accompany this notification.
3. Subcontractors – DPHS shall pre- approve all subcontracts initiated by the contractor to enable completion of the work outlined in this contract. The contractor shall submit the entire text of the agreement for review prior to the planned initiation of the agreement. Subcontractors may not begin work until approval of the agreement has been granted to the contractor. In addition, subcontractors shall be held responsible to fulfill all relevant requirements included in this exhibit.
4. Staff Evaluation – The contractor will conduct evaluation of all case management staff annually, results of these evaluations shall be made available upon request.

Meetings and Trainings

1. The contractor shall send the designated point of contact and all relevant staff to all meetings and trainings required, including, but not limited to: quarterly project update meetings.

NH Department of Health and Human Services

Exhibit B

Purchase of Services
Contract Price

HIV Case Management and Support Services

CONTRACT PERIOD: March 1, 2013 or date of G&C approval, whichever is later, through June 30, 2014

CONTRACTOR NAME: Southern NH HIV/AIDS Task Force

ADDRESS: 12 Amherst Street
Nashua, NH 03064

PRESIDENT/CEO: Peter Kelleher

TELEPHONE: (603) 595-8464

Vendor #156984 B001

Job #90024602

Appropriation #05-95-90-902510-2229-102-500731

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:

\$666,666.00 for the provision of medical case management and HIV support services to HIV positive individuals served by the NH CARE Program, statewide, funded from 100% other funds, 340B Rebates.

TOTAL: \$666,666.00

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.
4. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by the Contractor to cover the costs and expenses incurred in the performances of the services.
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 20th 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.

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 funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

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

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

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

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.

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 \$2,000,000 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).

17. **Renewal:**

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.

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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.

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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