

23 mac



Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
*DIVISION OF PUBLIC HEALTH SERVICES*

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

August 22, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health, to enter into a **sole source** agreement with Bi-State Primary Care Association, (Vendor #166695), 525 Clinton Street, Bow, NH 03304 to provide Annual Inter-Professional Collaborative Conferences, in an amount not to exceed \$200,580, effective September 1, 2019 or upon date of Governor and Executive Council approval, whichever is later, through June 30, 2022. 100% Federal Funds.

Funds are anticipated to be available in State Fiscal Years (SFY) 2020, 2021, and 2022, contingent upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-90-902010-22150000HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, CDC ORAL HEALTH GRANT**

SFY	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	90080502	\$66,580
2021	102-500731	Contracts for Prog Svc	90080502	\$67,000
2022	102-500731	Contracts for Prog Svc	90080502	\$67,000
		<b>Total</b>		<b>\$200,580</b>

**EXPLANATION**

This request is **sole source** because Bi-State Primary Care Association (Bi-State) hosts the annual Primary Care Conference and would be able to fully incorporate the Inter-Professional Collaborative Conference into the planned agenda each year. The target population of primary care, oral health, and behavioral health professionals from Federally Qualified Health Centers (FQHCs) and Dental Health Professional Shortage Areas (DHPSAs) are all active annual participants at the Bi-State Primary Care Conference.

The purpose of the Inter-Professional Collaborative Conference is to promote inter-professional collaboration, patient-centered care, and provider knowledge and awareness of the impact of certain dental conditions, including opioid use in dental procedures, on overall health. The Department seeks to increase provider knowledge of the most current opioid prescribing guidelines, non-opioid pain management options, and best practice screening guidelines for opioid addiction. Previously a lack of knowledge amongst providers on the relative risks and benefits of prescribing opioids for the management of acute and chronic pain has contributed unfavorably to New Hampshire's opioid epidemic.

The Contractor will design, plan, coordinate, and implement an Annual Inter-Professional Collaborative Conference. Through the Annual Inter-Professional Collaborative Conferences, the Contractor will increase the knowledge of healthcare professionals in DHSPAs regarding how to provide integrated and comprehensive care to people who are at risk for, or have substance use disorders. The Department anticipates that improving integrated and comprehensive care for those at risk for substance use disorder will reduce the number of people newly diagnosed with substance use disorder. Improving the coordination of care between healthcare professionals of differing specialties for patients already diagnosed with substance use disorder reduces costs and improves long-term patient outcomes.

The Contractor will ensure each Annual Inter-Professional Collaborative Conference is available to approximately forty (40) health professionals, statewide.

Bi-State's current membership includes the majority of the target audience for the Inter-Professional Collaborative Conference, which places them in an advantageous position to achieve maximum attendance. Additionally, Bi-State was named in the Department's Health Resources and Services Administration (HRSA) grant application titled: "Strengthen Oral Health Workforce Capacity to Prevent and Control Opioid Abuse in New Hampshire" to run a pre-conference workshop on inter-professional collaboration to address the overuse of opioids in dental procedures.

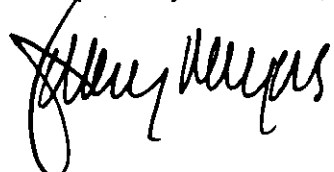
Should the Governor and Executive Council not authorize this request, the current lack of collaborative knowledge between medical, dental and behavioral health professionals may lead to delay in care, disease progression and an increase in healthcare expenses.

Population served: Statewide

Source of Funds: 100% Federal Funds. US Department of Health and Human Services Health Resources and Services Administration (HRSA), Grants to States to Support Oral Health Workforce Activities. CFDA #93.236, FAIN# T12HP31859

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

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner

Subject: Conference for Interprofessionals (SS-2019-DPHS-24-CONF)

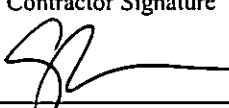
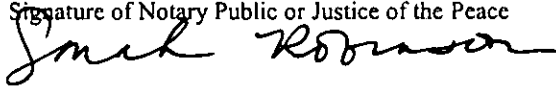
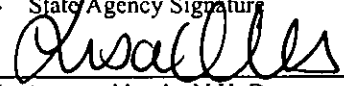
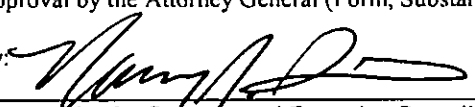
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Bi-State Primary Care Association, Inc.		1.4 Contractor Address 525 Clinton Street Bow, NH 03304	
1.5 Contractor Phone Number 603-228-2830	1.6 Account Number 05-95-90-902010-22150000-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$200,580
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Georgia Maheras, VP Policy and Strategy	
1.13 Acknowledgement: State of <b>NH</b> , County of <b>MERRIMACK</b>  On <b>8/7/19</b> , 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]			
1.13.2 Name and Title of Notary or Justice of the Peace SARAH ROBINSON, NOTARY			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory LISA MORRIS DIRECTOR DPHS	
Date: <b>8/12/19</b>			
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) (if applicable)  By:  On: <b>8/21/2019</b>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.


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

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

**7. PERSONNEL.**

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

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

Contractor Initials   
Date 8/7/19

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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



**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

**2. Scope of Services**


- 2.1. The Contractor shall facilitate a total of three (3) one-(1)-day Annual Interprofessional Collaborative Conferences (AICC) on the day preceding or following the Bi-State annual Primary Care Conference in May of each year of the contract.
- 2.2. The Contractor shall design, plan, coordinate, and implement the AICC for dental, primary care, oral health, behavioral health, and substance use disorder treatment and recovery professionals in Dental Health Professional Shortage Areas (DHPSAs) in order to promote:
  - 2.2.1. Interprofessional collaboration.
  - 2.2.2. Patient-centered care.
  - 2.2.3. Provider knowledge and awareness of the impact of substance use disorders on overall health.
- 2.3. The Contractor shall promote the AICC through outreach and marketing mechanisms already in place to promote the annual Primary Care Conference in order to ensure a minimum of forty (40) health professional attendees.
- 2.4. The Contractor shall invite professionals from Bi-State Primary Care Association member organizations within DHPSAs to attend the annual conferences.
- 2.5. The Contractor shall ensure conferences include, but are not limited to:
  - 2.5.1. Assistance to participants in obtaining proof of attendance documentation by applying for approval of continuing education credits which includes, but is not limited to applying for approval of continuing medical and dental education credits from both licensing boards, document attendance and generate certificates of completion for relicensing.
  - 2.5.2. The provision of continuing education credits no later than sixty (60) days after completion of the annual conference.
  - 2.5.3. Opportunities for collaborative learning during the conferences, which may include, but not be limited to:
    - 2.5.3.1. Breakout sessions.
    - 2.5.3.2. Discussion panels.

*[Handwritten Signature]*

*[Handwritten Date]* 8/7/19



- 2.5.4. Assistance to participants in obtaining all necessary continuing education credit approvals for relevant health professions in attendance including, but not limited to those who work in the medical field, social work, nursing, and the dental field.
- 2.6. The Contractor shall coordinate with the manager of the conference venue to ensure all logistical needs for the conference are met, which may include but are not limited to:
  - 2.6.1. Projectors.
  - 2.6.2. Screens.
  - 2.6.3. Microphones.
  - 2.6.4. Speakers.
  - 2.6.5. Table arrangements.
- 2.7. The Contractor shall distribute pre- and post-conference participant surveys regarding the participants' knowledge and opinion of integrated services for individuals who have, or are at risk of having, substance use disorders.
  - 2.7.1. The Contractor shall create the surveys, which must be approved by the Department before use.
  - 2.7.2. Pre-conference surveys will be distributed and collected at the start of the conference.
  - 2.7.3. Post-conference surveys will be distributed and collected at the end of the conference.
  - 2.7.4. The results of the surveys will be sent to the Department within thirty (30) days of the end of each conference.
- 2.8. The Contractor shall collect and report data on the AICC to the Department's program evaluator in order for the Department to evaluate the effectiveness of the conference, in collaboration with the Contractor, for areas including, but not limited to:
  - 2.8.1. Number of providers in attendance.
  - 2.8.2. Types of professional disciplines in attendance.
  - 2.8.3. Geographical area(s) represented by discipline.
- 2.9. The Contractor shall schedule a minimum of one (1) keynote speaker for each AICC from the speakers presenting at the Primary Care Conference that occurs directly prior to or after the current AICC.
- 2.10. The Contractor shall identify and recruit sponsors to offset the registration costs associated with the AICC in order to continue the AICC post contract completion date.
- 2.11. The Contractor shall collaborate with the Department to develop a sustainability plan in order to continue the AICC post contract completion date that includes, but is not limited to:
  - 2.11.1. Meeting sponsorship goals.

  
Date 8/7/19





2.11.2. Identifying an agency to assist with coordinating logistics for future conferences.

2.12. The Contractor shall contact the Department immediately for guidance in the event the Contractor needs assistance with implementing the contract.

### 3. Reporting

3.1. The Contractor shall submit an annual report on the effectiveness of the conferences as described in Subsection 2.8, no later than sixty (60) days post conference.

3.2. The Contractor shall provide annual reports to the Department that include, but are not limited to:

3.2.1. Total number of conference sponsors and total amount of sponsorship received no later than February 1, 2020 and annually thereafter for subsequent conferences.

3.2.2. Number of continuing education credits approved no later than March 30, 2020 and annually thereafter for subsequent conferences.

3.2.3. Number of continuing education credits awarded no later than June 30, 2020 and annually thereafter for subsequent conferences.

3.2.4. Number of expected attendees no later than April 30, 2020 and annually thereafter for subsequent conferences.

### 4. Performance Measures

4.1. The Contractor shall ensure 10% of individuals report an increase in knowledge post conference.

4.2. The Contractor shall ensure 100% of eligible providers in attendance receive continuing education credits upon completion of the conference.

### 5. Deliverables

5.1. The Contractor shall ensure the one (1) day conference occurs on the day preceding or following the Bi-State's annual Primary Care Conference, in May of each year.

5.2. The Contractor shall schedule one (1) keynote speaker for the first conference no later than January 30, 2020 and annually thereafter for subsequent conferences.

5.3. The Contractor shall provide aggregated data for annual conferences to the Department including, but not limited to:

5.3.1. Total number of conference sponsors and total amount of sponsorship received no later than February 1, 2020 and annually thereafter for subsequent conferences.

5.3.2. Number of continuing education credits approved no later than March 30, 2020 and annually thereafter for subsequent conferences.

5.3.3. Number of continuing education credits awarded no later than June 30, 2020 and annually thereafter for subsequent conferences.

5.3.4. Number of expected attendees no later than April 30, 2020 and annually thereafter for subsequent conferences.



*[Handwritten Signature]*  
8/7/19

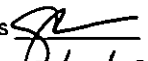


**New Hampshire Department of Health and Human Services  
Conference for Interprofessionals**

**Exhibit B**

**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% Federal Funds from US Department of Health and Human Services, Health Resources and Services Administration (HRSA), Grants to States to Support Oral Health Workforce Activities, CFDA #93.236, Federal Award Identification Number (FAIN), T12HP31859.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements, which includes an in-kind match of an amount equal to a minimum of \$36,850 annually.
  - 4.1. The Contractor shall ensure the annual \$36,850 required match is in non-federal contributions either in cash or in-kind related to directly carrying out HRSA project activities and goals related to Substance Use Disorder (SUD) and be approved by the Department.
  - 4.2. The Contractor shall provide an annual report of itemized matching funds in accordance with the Code of Federal Regulations, 45 CFR Part 75.306 no later than June 15th annually.
5. Payment for said services shall be made monthly as follows:
  - 5.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item in the Budgets.
  - 5.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 5.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
  - 5.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

  
8/7/19



**New Hampshire Department of Health and Human Services  
Conference for Interprofessionals**

**Exhibit B**

---

6. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [dphscontractbilling@dhhs.nh.gov](mailto:dphscontractbilling@dhhs.nh.gov), or invoices may be mailed to:  
Financial Administrator  
Department of Health and Human Services  
Division of Public Health Services  
29 Hazen Drive  
Concord, NH 03301
9. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1

		Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Salary/Wages	\$ 41,121.00	\$ 1,097.10	\$ 42,218.10	\$ 30,150.00	\$ -	\$ 30,150.00	\$ 10,971.00	\$ 1,097.10	\$ 12,068.10	
2. Employee Benefits	\$ 2,523.00	\$ 252.30	\$ 2,775.30	\$ -	\$ -	\$ -	\$ 2,523.00	\$ 252.30	\$ 2,775.30	
3. Conferences	\$ 6,700.00	\$ 670.00	\$ 7,370.00	\$ -	\$ -	\$ -	\$ 6,700.00	\$ 670.00	\$ 7,370.00	
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Purchase/Description	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ 656.00	\$ 65.60	\$ 721.60	\$ -	\$ -	\$ -	\$ 656.00	\$ 65.60	\$ 721.60	
6. Travel	\$ 804.00	\$ 80.40	\$ 884.40	\$ -	\$ -	\$ -	\$ 804.00	\$ 80.40	\$ 884.40	
7. Occupancy	\$ 1,768.00	\$ -	\$ 1,768.00	\$ -	\$ -	\$ -	\$ 1,768.00	\$ -	\$ 1,768.00	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 34,466.00	\$ 3,446.60	\$ 37,912.60	\$ -	\$ -	\$ -	\$ 34,466.00	\$ 3,446.60	\$ 37,912.60	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Meals	\$ 2,800.00	\$ 280.00	\$ 3,080.00	\$ -	\$ -	\$ -	\$ 2,800.00	\$ 280.00	\$ 3,080.00	
Conference Registrations & Sponsor Fees	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	
Conference Costs Not Covered by this grant	\$ 3,350.00	\$ -	\$ 3,350.00	\$ 3,350.00	\$ -	\$ 3,350.00	\$ -	\$ -	\$ -	
<b>TOTAL</b>	\$ 87,888.00	\$ 5,892.00	\$ 93,780.00	\$ 37,000.00	\$ -	\$ 37,000.00	\$ 50,688.00	\$ 5,892.00	\$ 56,580.00	

Indirect As A Percent of Direct 6.0%

Contractor Witness  
 Date: 8/2/19

Exhibit B-2

New Hampshire Department of Health and Human Services											
Contractor Name: BI-State Primary Care Association, Inc.											
Budget Request for: 88-2019-OPHS-34-COMFE											
Budget Period: 7/1/20-6/30/21 (SFY 21)											
Item	Total Program Cost			Contractor Share/Match			Funded by OPHS contract share				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	\$ 43,127.00	\$ 1,297.70	\$ 44,424.70	\$ 30,150.00	\$ -	\$ 30,150.00	\$ 12,977.00	\$ 1,297.70	\$ 14,274.70		
2. Employee Benefits	\$ 2,985.00	\$ 299.50	\$ 3,283.50	\$ -	\$ -	\$ -	\$ 2,985.00	\$ 299.50	\$ 3,283.50		
3. Consultants	\$ 6,700.00	\$ 670.00	\$ 7,370.00	\$ -	\$ -	\$ -	\$ 6,700.00	\$ 670.00	\$ 7,370.00		
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Rents	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repairs and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchase/Disposal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office	\$ 656.00	\$ 65.60	\$ 721.60	\$ -	\$ -	\$ -	\$ 656.00	\$ 65.60	\$ 721.60		
6. Travel	\$ 803.00	\$ 80.10	\$ 883.10	\$ -	\$ -	\$ -	\$ 803.00	\$ 80.10	\$ 883.10		
7. Occupancy	\$ 1,779.00	\$ -	\$ 1,779.00	\$ -	\$ -	\$ -	\$ 1,779.00	\$ -	\$ 1,779.00		
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10. Meetings/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
12. Subcontracts/Agreements	\$ 33,171.00	\$ 3,317.10	\$ 36,488.10	\$ -	\$ -	\$ -	\$ 33,171.00	\$ 3,317.10	\$ 36,488.10		
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Meetings	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 200.00	\$ 2,200.00		
Conference Registrations & Sponsor Fees	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -		
Conference Costs Not Covered by this grant	\$ 3,350.00	\$ -	\$ 3,350.00	\$ 3,350.00	\$ -	\$ 3,350.00	\$ -	\$ -	\$ -		
<b>TOTAL</b>	\$ 68,071.00	\$ 5,928.00	\$ 74,000.00	\$ 37,000.00	\$ -	\$ 37,000.00	\$ 37,000.00	\$ 5,928.00	\$ 42,928.00		

Indirect At A Percent of Direct

Contractor Initials:   
Date: 8/2/19

Exhibit B-3

New Hampshire Department of Health and Human Services										
Contractor name: BI-State Primary Care Association, Inc.										
Budget Request for: 88-2018-OPHS-34-COMPE										
Budget Period: 7/1/21-6/30/22 (8FY22)										
Item/Item	Total Program Cost			Contractor Share/Match			Funded by DRRS contract share			
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
1. Total Salary/Wages	\$ 41,778.00	\$ 1,157.80	\$ 42,935.80	\$ 30,150.00	\$ -	\$ 30,150.00	\$ 11,578.00	\$ 1,157.80	\$ 12,735.80	
2. Employee Benefits	\$ 2,663.00	\$ 266.30	\$ 2,929.30	\$ -	\$ -	\$ -	\$ 2,663.00	\$ 266.30	\$ 2,929.30	
3. Consultants	\$ 6,700.00	\$ 670.00	\$ 7,370.00	\$ -	\$ -	\$ -	\$ 6,700.00	\$ 670.00	\$ 7,370.00	
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Repairs and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Purchase/Disposition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ 656.00	\$ 65.60	\$ 721.60	\$ -	\$ -	\$ -	\$ 656.00	\$ 65.60	\$ 721.60	
6. Travel	\$ 803.00	\$ 80.10	\$ 883.10	\$ -	\$ -	\$ -	\$ 803.00	\$ 80.10	\$ 883.10	
7. Occupancy	\$ 1,778.00	\$ -	\$ 1,778.00	\$ -	\$ -	\$ -	\$ 1,778.00	\$ -	\$ 1,778.00	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ 34,891.00	\$ 3,489.10	\$ 38,380.10	\$ -	\$ -	\$ -	\$ 34,891.00	\$ 3,489.10	\$ 38,380.10	
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Meals	\$ 2,000.00	\$ 200.00	\$ 2,200.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 200.00	\$ 2,200.00	
Conference Registrations & Sponsor Fees	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	\$ -	\$ -	
Conference Costs Not Covered by this grant	\$ 3,350.00	\$ -	\$ 3,350.00	\$ 3,350.00	\$ -	\$ 3,350.00	\$ -	\$ -	\$ -	
<b>TOTAL</b>	\$ 98,071.00	\$ 5,929.00	\$ 104,000.00	\$ 37,000.00	\$ -	\$ 37,000.00	\$ 61,071.00	\$ 5,929.00	\$ 67,000.00	

Indirect As A Percent of Direct 6.0%

Contractor Initials  
 Date 8/2/19



**SPECIAL PROVISIONS**

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

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

  
Date 8/7/19





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

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

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

*[Handwritten Signature]*  
8/7/19



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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis




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

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

**20. Contract Definitions:**

- 20.1. **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.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **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 and/or goods to be provided 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.
- 20.4. **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.
- 20.5. **FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

  
2/7/19



**REVISIONS TO STANDARD CONTRACT LANGUAGE**

**1. Revisions to Form P-37, General Provisions**

1.1. Section 4, CONDITIONAL NATURE OF AGREEMENT, is deleted in its entirety and 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.

1.2. Section 9, DATA/ACCESS/CONFIDENTIALITY, is amended to add the following language:

9.4 During the performance of the Contractor's responsibilities under this Agreement, Contractor shall not use, disclose, receive, collect, maintain, distribute, store, transmit or in any way handle any confidential or sensitive information of any type, including but not limited to protected health information as defined in HIPAA 45 CRF Section 160.03; personally identifiable information; personal information; or any type of information that may be used to determine, distinguish or trace an individual's identity.

1.3. Section 10, TERMINATION, is amended to add 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.



1.4. Section 13, INDEMNIFICATION, is deleted in its entirety and is replaced with the following language:

13. INDEMNIFICATION.

Contractor shall comply with any and all requirements of this Agreement; in the event that the Contractor fails to comply with any such requirements, the State may pursue all available remedies, at law and in equity, including without limitation any damages or losses it suffers from Contractor's breach of this Agreement. The respective rights and obligations of Contractor under this Agreement shall survive termination of this Agreement. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of sovereign immunity.

1.5. Subsection 14.1, Paragraph 14.1.2 of Section 14, INSURANCE, is deleted in its entirety and is replaced with the following language:

14.1.2. The Contractor is self-insured against special cause of loss coverage, covering all property subject to subparagraph 9.2 through self-insurance.

Subsection 14.3 of Section 14, INSURANCE, is deleted in its entirety and is replaced with the following language:

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificates(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide notice in accordance with the policy provisions. The Contractor shall provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

2. Revisions to Standard Exhibits

2.1. Exhibit I, Health Insurance Portability Act Business Associate Agreement, is not applicable to this Agreement and is deleted in its entirety.

2.2. Exhibit K, DHHS Information Security Requirements, is not applicable to this Agreement and is deleted in its entirety.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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


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

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

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

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

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

  
8/7/19

New Hampshire Department of Health and Human Services  
Exhibit D



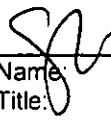
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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


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

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

Contractor Name:

8/7/19  
Date

  
Name: \_\_\_\_\_  
Title: Georgia Maher  
VP, Policy and Strategy

  
8/7/19





**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

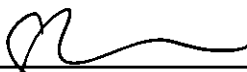
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name:

8/7/19  
Date

  
Name: Georgia Malheux  
Title: JVP, Policy and Strategy



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

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

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

8/7/19  
Date

Name: Georgia Maheras  
Title: VP, Policy and Strategy

Contractor Initials: GM  
Date: 8/7/19



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

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

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

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

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

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

Contractor Name:

8/7/19  
Date

Name: George Mahews  
Title: VP, Policy and Strategy

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials [Signature]

Date 8/7/19



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

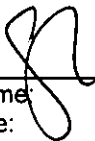
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care,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

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

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

Contractor Name:

8/7/19  
Date

  
Name: George Malukas  
Title: VP Policy and Strategy

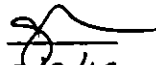
Contractor Initials   
Date 8/7/19



Exhibit I

---

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

Pursuant to Exhibit C-1 of this Agreement, Exhibit I is not applicable.

Remainder of page intentionally left blank.

Contractor Initials   
Date 01/27/19



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

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

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

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

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

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

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

Contractor Name:

8/7/19  
Date

[Signature]  
Name: Georgia Mahoney  
Title: VP, Policy + Strategy



New Hampshire Department of Health and Human Services  
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 937836698
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

           NO                        ✓   YES

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

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

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

  1   NO                        ✓   YES

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

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

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

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

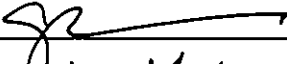
Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See Reverse for public burden disclosure.)

<p><b>1. Type of Federal Action:</b></p> <p><input checked="" type="checkbox"/> <b>A</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input checked="" type="checkbox"/> <b>B</b> a. bid/offer/application b. initial award c. post-award</p>	<p><b>3. Report Type:</b></p> <p><input checked="" type="checkbox"/> <b>A</b> a. initial filing b. material change</p> <p><b>For Material Change Only:</b> year _____ quarter _____ date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Bi-State Primary Care Association, Inc. 595 Clinton Street Bow NH 03304</p> <p>Congressional District, if known:</p>		<p><b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b></p> <p>NH Department of Health: Human Services 129 Pleasant Street Concord NH 03304</p> <p>Congressional District, if known:</p>
<p><b>6. Federal Department/Agency:</b></p> <p>US Dept. of Health &amp; Human Srvs. HRSA</p>	<p><b>7. Federal Program Name/Description:</b></p> <p>Grants to States to Support Oral Health Workforce Activities.</p> <p>CFDA Number, if applicable: 93.236</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ 200,580</p>	
<p><b>10. a. Name and Address of Lobbying Registrant</b> (If individual, last name, first name, MI):</p> <p>Kuenning, Teresa S Stoddard, Kristine E</p>	<p><b>b. Individuals Performing Services</b> (Including address if different from No. 10a) (last name, first name, MI):</p>	
<p><b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.</b></p>	<p>Signature: </p> <p>Print Name: Georgia Maheras</p> <p>Title: VP Programs : Strategy</p> <p>Telephone No.: 802-229-0002 Date: 8/7/19</p>	
<p><b>Federal Use Only:</b></p>		<p>Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)</p>

8/10/1938  
12/11/1938  
1/10/1939

1/10/1939  
1/10/1939

1/10/1939

1/10/1939

1/10/1939  
1/10/1939

1/10/1939  
1/10/1939

1/10/1939  
1/10/1939

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

*According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.*

# State of New Hampshire

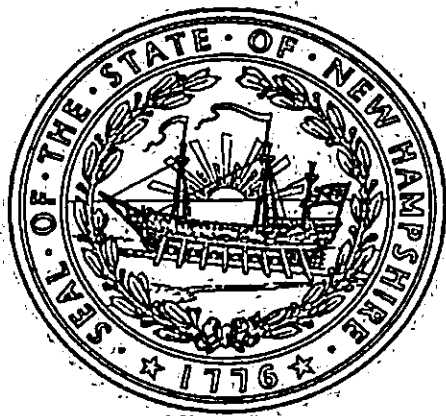
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BI-STATE PRIMARY CARE ASSOCIATION, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 31, 1986. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 86710

Certificate Number : 0004558281



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 31st day of July A.D. 2019.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Bi-State Primary Care Association.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 8/7/19:  
(Date)


**RESOLVED:** That the Vice President of Policy and Strategy  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7 day of August, 2019.  
(Date Contract Signed)

4. Georgia Maheras is the duly elected Vice President of Policy and Strategy  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
\_\_\_\_\_  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of MERIMACK

The forgoing instrument was acknowledged before me this 7 day of August, 2019.

By GREG WHITE  
(Name of Elected Officer of the Agency)

  
\_\_\_\_\_  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 1/23/24



BISTATE-01

JTHAMM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/31/2019

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


<b>PRODUCER</b> License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (603) 622-2855 FAX (A/C, No): (603) 622-2854 E-MAIL ADDRESS: jthamm@clarkinsurance.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Citizens Ins Co of America</td> <td></td> <td>31534</td> </tr> <tr> <td>INSURER B: Hanover American</td> <td></td> <td>36064</td> </tr> <tr> <td>INSURER C: RSUI Indemnity Company</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Citizens Ins Co of America		31534	INSURER B: Hanover American		36064	INSURER C: RSUI Indemnity Company			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A: Citizens Ins Co of America		31534																			
INSURER B: Hanover American		36064																			
INSURER C: RSUI Indemnity Company																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
<b>INSURED</b>  BI-State Primary Care Association, Inc. 525 Clinton St Bow, NH 03304																					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			OBVA340840	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OBVA340840	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			OBVA340840	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WKVA340821	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Prof Liability			LHR768745	3/28/2019	3/28/2020	Per Claim 1,000,000
C	Prof Liability			LHR768745	3/28/2019	3/28/2020	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The certificate holder shall receive 30 days written notice of cancellation of the above referenced General Liability policy for any reason other than nonpayment of premium. Such notice of cancellation is solely for the purpose of informing the certificate holder of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.

<b>CERTIFICATE HOLDER</b>  NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	<b>CANCELLATION</b>  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 
--	--

**BI-STATE PRIMARY CARE ASSOCIATION**



**SERVING VERMONT & NEW HAMPSHIRE**

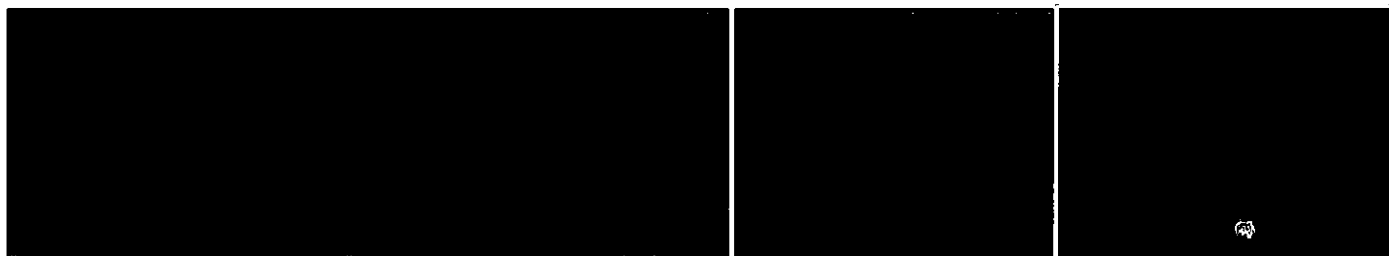
**BI-STATE VISION STATEMENT**

Healthy individuals and communities with quality health care for all.

**BI-STATE MISSION STATEMENT**

Promote access to effective and affordable primary care and preventive services for all, with special emphasis on underserved populations in Vermont and New Hampshire.





**BI-STATE PRIMARY CARE ASSOCIATION**



**SERVING VERMONT & NEW HAMPSHIRE**

**CONSOLIDATED FINANCIAL STATEMENTS**

**and**

**REPORTS IN ACCORDANCE WITH GOVERNMENT AUDITING  
STANDARDS AND UNIFORM GUIDANCE**

**June 30, 2018 and 2017**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Bi-State Primary Care Association, Inc. and Subsidiary

### **Report on Financial Statements**

We have audited the accompanying consolidated financial statements of Bi-State Primary Care Association, Inc. and Subsidiary, which comprise the consolidated balance sheets as of June 30, 2018 and 2017, and the related consolidated statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

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

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated 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 consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated financial statements referred to above present fairly, in all material respects, the financial position of Bi-State Primary Care Association, Inc. and Subsidiary as of June 30, 2018 and 2017, and the results of their operations, changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

**Other Matters**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated September 20, 2018 on our consideration of Bi-State Primary Care Association, Inc. and Subsidiary's internal control over financial reporting and on our tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely 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 the effectiveness of Bi-State Primary Care Association, Inc. and Subsidiary's 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 Bi-State Primary Care Association, Inc. and Subsidiary's internal control over financial reporting and compliance.

*Berry Dunn McNeil & Parker, LLC*

Portland, Maine  
September 20, 2018

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Consolidated Balance Sheets

June 30, 2018 and 2017

ASSETS

	<u>2018</u>	<u>2017</u>
Current assets		
Cash and cash equivalents	\$ 1,633,426	\$ 1,510,977
Grants and other receivables	621,791	575,709
Prepaid expenses	<u>51,425</u>	<u>41,757</u>
Total current assets	2,306,642	2,128,443
Investments	115,705	111,040
Investment in limited liability companies	87,117	114,269
Deferred compensation investments	131,337	95,264
Property and equipment, net	<u>326,393</u>	<u>353,108</u>
Total assets	<u>\$ 2,967,194</u>	<u>\$ 2,802,124</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 305,736	\$ 310,465
Accrued salaries and related liabilities	177,070	174,647
Deferred revenue	<u>114,193</u>	<u>136,908</u>
Total current liabilities	596,999	622,020
Deferred compensation payable	<u>131,337</u>	<u>95,264</u>
Total liabilities	728,336	717,284
Net assets		
Unrestricted	<u>2,238,858</u>	<u>2,084,840</u>
Total liabilities and net assets	<u>\$ 2,967,194</u>	<u>\$ 2,802,124</u>

---

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

**BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**  
**Consolidated Statements of Operations and Changes in Net Assets**  
**Years Ended June 30, 2018 and 2017**

	<u>2018</u>	<u>2017</u>
Operating revenue		
Grant revenue	\$ 4,057,392	\$ 4,105,494
Dues income	334,963	290,154
Other revenue	<u>399,697</u>	<u>261,061</u>
Total operating revenue	<u>4,791,952</u>	<u>4,656,709</u>
Expenses		
Salaries and benefits	2,632,572	2,730,078
Other operating expenses	1,957,406	1,843,471
Depreciation	<u>26,715</u>	<u>26,715</u>
Total expenses	<u>4,616,693</u>	<u>4,600,264</u>
Operating income	<u>175,259</u>	<u>56,445</u>
Other revenue and gains (losses)		
Net loss from investment in limited liability companies	(27,152)	(14,647)
Investment income	<u>5,610</u>	<u>5,004</u>
Total other revenue and gains (losses)	<u>(21,542)</u>	<u>(9,643)</u>
Excess of revenue over expenses	153,717	46,802
Change in unrealized gain on investments	<u>301</u>	<u>4,578</u>
Increase in unrestricted net assets	154,018	51,380
Unrestricted net assets, beginning of year	<u>2,084,840</u>	<u>2,033,460</u>
Unrestricted net assets, end of year	<u>\$ 2,238,858</u>	<u>\$ 2,084,840</u>

---

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

**BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**

**Consolidated Statements of Cash Flows**

**Years Ended June 30, 2018 and 2017**

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Change in net assets	\$ 154,018	\$ 51,380
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	26,715	26,715
Net loss from investment in limited liability companies	27,152	14,647
Change in unrealized gain on investments	(301)	(4,578)
(Increase) decrease in the following assets:		
Grants and other receivables	(46,082)	(144,748)
Prepaid expenses	(9,668)	(1,112)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	(4,729)	175,095
Accrued salaries and related liabilities	2,423	(89,994)
Deferred revenue	<u>(22,715)</u>	<u>21,046</u>
Net cash provided by operating activities	126,813	48,451
Cash flows from investing activities		
Purchase of investments	<u>(4,364)</u>	<u>(4,324)</u>
Net increase in cash and cash equivalents	122,449	44,127
Cash and cash equivalents, beginning of year	<u>1,510,977</u>	<u>1,466,850</u>
Cash and cash equivalents, end of year	\$ <u>1,633,426</u>	\$ <u>1,510,977</u>
Supplemental disclosures of cash flow information		
Change in deferred compensation investments	\$ <u>36,073</u>	\$ <u>95,264</u>

---

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

# BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

## Notes to Consolidated Financial Statements

June 30, 2018 and 2017

### **Organization**

Bi-State Primary Care Association, Inc. (BSPCA) is a non-stock, not-for-profit corporation organized in New Hampshire. The Association's mission is to foster the delivery of primary and preventive health services with special emphasis on the medically underserved, and its vision is to promote healthcare access for all.

### **Subsidiary**

Center for Primary Health Care Solutions, LLC (CPHCS) is a limited liability company formed pursuant to the New Hampshire Limited Liability Company Act. CPHCS's primary purpose is to provide healthcare industry services and other industry-related consulting services. BSPCA is the sole member of CPHCS.

## **1. Summary of Significant Accounting Policies**

### **Principles of Consolidation**

The consolidated financial statements include the accounts of BSPCA and its subsidiary, CPHCS (collectively, the Association). All significant intercompany balances and transactions have been eliminated in consolidation.

### **Use of Estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### **Income Taxes**

BSPCA is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the entity is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax.

CPHCS is a limited liability company; however, for federal tax purposes, it is considered to be a disregarded entity and, as such, CPHCS's income, expenses, losses, gains, deductions and credits are reported on BSPCA's income tax return. Management believes the services provided by CPHCS are consistent with BSPCA's tax-exempt purpose and its revenue does not constitute unrelated business income.

Management has evaluated the entity's tax positions and concluded that there are no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

**BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**

**Notes to Consolidated Financial Statements**

**June 30, 2018 and 2017**

**Cash and Cash Equivalents**

Cash and cash equivalents consist of demand deposits and money market accounts.

**Grants and Other Receivables**

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible. Grant revenue is recognized as revenue when expenditures are incurred. Grants whose restrictions are met within the same year as recognized are reported as grant revenue in the accompanying consolidated financial statements.

**Investments and Investment Income**

Investments in equity securities with readily-determinable fair values and all investments in debt securities are measured at fair value in the consolidated balance sheets. Investment income or loss (including realized gains and losses on investments, interest, and dividends) is included in the excess of revenues over expenses unless the income or loss is restricted by donor or law. Unrealized gains and losses on investments are excluded from the excess of revenue over expenses.

Investments are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the consolidated balance sheets and consolidated statements of operations and changes in net assets.

**Property and Equipment**

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed using the straight-line method.

**Deferred Revenue**

Deferred revenue represents unearned grants or contracts received in advance of expenditure.

**Excess of Revenue over Expenses**

The consolidated statements of operations include the excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the excess of revenue over expenses, consistent with industry practice, include unrealized gains and losses on investments other than trading securities.



**BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**

**Notes to Consolidated Financial Statements**

**June 30, 2018 and 2017**

**Functional Expenses**

The Association provides services to promote healthcare access. Expenses related to providing these services were as follows for the years ended June 30:

	<u>2018</u>	<u>2017</u>
Program services	\$ 3,537,833	\$ 3,486,694
General and administrative	<u>1,078,860</u>	<u>1,113,570</u>
Total expenses	\$ <u>4,616,693</u>	\$ <u>4,600,264</u>

**Subsequent Events**

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through September 20, 2018, the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

**2. Grants and Other Receivables and Deferred Revenue**

The Association provides services to promote healthcare access through numerous federal, state and private grants. The Association has the following relating to grant and member services activity:

	<u>2018</u>	<u>2017</u>
Grant and member services billed and not received	\$ 545,436	\$ 541,159
Grant appropriations not billed	4,606,930	4,614,762
Grant deferred revenue not earned	<u>(4,530,575)</u>	<u>(4,580,212)</u>
Grants and other receivables	\$ <u>621,791</u>	\$ <u>575,709</u>

The Association received advanced payments on certain grants with an unearned balance of \$114,193 and \$136,908 at June 30, 2018 and 2017, respectively.

**3. Investments**

Investments and deferred compensation investments are stated at fair value and consisted of mutual funds at June 30, 2018 and 2017.

# BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

## Notes to Consolidated Financial Statements

June 30, 2018 and 2017

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants, and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The fair market value of the Association's investments are measured on a recurring basis using Level 1 inputs.

#### 4. Investment in Limited Liability Companies

##### Community Health Accountable Care, LLC (CHAC)

The Association is one of nine members of this entity. The Association's investment in CHAC is reported on the equity method due to the Association's ability to exercise significant influence over operating and financial policies. The Association's investment in CHAC amounted to \$64,527 and \$93,970 at June 30, 2018 and 2017, respectively.

The Association provided management and administrative services to CHAC amounting to \$167,966 and \$1,200 during 2018 and 2017, respectively, which is reported in other revenue in the statement of operations and changes in net assets.

Amounts due to the Association from CHAC for management and administrative services amounted to \$36,054 and \$1,165 as of June 30, 2018 and 2017, respectively. The balance is reported in grants and other receivables.

**BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**

**Notes to Consolidated Financial Statements**

**June 30, 2018 and 2017**

**Primary Health Care Partners, LLC (PHCP)**

The Association is one of eight partners who have each made a capital contribution of \$500. The Association's investment in PHCP is reported using the equity method due to the Association's ability to exercise significant influence over operating and financial policies. The Association's investment in PHCP amounted to \$22,590 and \$20,299 at June 30, 2018 and 2017, respectively.

The Association provided management and administrative services to PHCP amounting to \$55,818 and \$5,346 for the years ended June 30, 2018 and 2017, respectively, which is reported in other revenue in the statement of operations and changes in net assets.

Amounts due to the Association from PHCP for management and administrative services amounted to \$53,293 and \$65,659 as of June 30, 2018 and 2017, respectively. The balance is reported in grants and other receivables.

**5. Property and Equipment**

Property and equipment consist of the following:

	<u>2018</u>	<u>2017</u>
Land	\$ 50,000	\$ 50,000
Buildings and improvements	430,136	430,136
Furniture and equipment	<u>38,194</u>	<u>38,194</u>
	518,330	518,330
Less accumulated depreciation	<u>191,937</u>	<u>165,222</u>
Property and equipment, net	<u>\$ 326,393</u>	<u>\$ 353,108</u>

**6. Line of Credit**

The Association has a \$350,000 unsecured revolving line of credit with a local bank payable on demand. The interest rate on the line of credit is Prime plus 1% with a 5% floor (6% at June 30, 2018). There was no outstanding balance on the line of credit at June 30, 2018 and 2017. The line of credit was not utilized at any time during the years ended June 30, 2018 and 2017.

**7. Concentrations of Risk**

The Association has cash deposits in a major financial institution which exceeds federal depository insurance limits. Because business needs frequently require funds in excess of the Federal Deposit Insurance Corporation (FDIC) insured amount of \$250,000, all funds in the Merrimack County Savings Bank checking account are subject to a nightly sweep, which consists of high-yield savings accounts in other FDIC insured institutions with no individual institution exceeding FDIC limits. This strategy is endorsed by the American Banking Association. The bank provides monthly reporting.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

8. Retirement Plans

The Association offers a defined contribution plan to eligible employees. The Association's contributions to the plan for the years ended June 30, 2018 and 2017 amounted to \$92,744 and \$98,059, respectively.

The Organization has established a deferred compensation plan for eligible employees in accordance with Section 457(b) of the Internal Revenue Code. The fair value of the assets and related liabilities for employee contributions to the plan are reflected in the consolidated balance sheet as deferred compensation investments and deferred compensation payable, respectively.

9. Commitments

The Association leases various equipment and facilities under operating leases expiring at various dates through December 31, 2019. Total rental expense in 2018 and 2017 for all operating leases was approximately \$56,030 and \$58,046, respectively.

The following is a schedule by year of future minimum lease payments under operating leases as of June 30, 2018 that have initial or remaining lease terms in excess of one year:

Year ending June 30,	
2019	\$ 58,854
2020	<u>29,862</u>
	<u>\$ 88,716</u>

10. Related Party Transactions

The Association's board of directors is composed of senior officials of organizations who are members of the Association. The following is a schedule of services provided to and (by) these organizations.

	<u>2018</u>	<u>2017</u>
Members' dues	\$ 174,778	\$ 149,068
Purchased services	35,432	52,040
Grant subcontractors	(258,183)	(388,112)
Grant subrecipient pass-through	(107,066)	(126,613)

## **SUPPLEMENTARY INFORMATION**

**BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**

**Schedule of Expenditures of Federal Awards**

Year Ended June 30, 2018

<u>Federal Grant/Pass-Through Grantor/Program Title</u>	<u>Federal CFDA Number</u>	<u>Pass-Through Contract Number</u>	<u>Total Federal Expenditures</u>	<u>Amount Passed Through to Sub-recipients</u>
<u>United States Department of Health and Human Services:</u>				
<u>Direct:</u>				
Technical and Non-Financial Assistance to Health Centers	93.129		\$ 1,459,660	\$ -
Cooperative Agreement to Support Navigators in Federally-facilitated and State Partnership Marketplaces	93.332		332,926	209,172
Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement Program	93.912		180,218	153,521
<u>Passthrough:</u>				
<u>Community Health Access Network</u>				
Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement Program	93.912	n/a	9,435	-
Total CFDA 93.912			189,653	153,521
<u>State of New Hampshire Department of Health and Human Services</u>				
Grants to States to Support Oral Health Workforce Activities	93.236	102-500731-90080500	179,463	106,203
<u>State of Vermont Department of Health</u>				
Grants to States to Support Oral Health Workforce Activities	93.236	03420-7210S	623	-
Total CFDA 93.236			180,086	106,203
<u>Medicaid Cluster</u>				
<u>State of New Hampshire Department of Health and Human Services</u>				
Medical Assistance Program	93.778	102-500731-47000144	44,125	-
Medical Assistance Program	93.778	102-500731-90073000	48,612	-
Total Medicaid Cluster			92,737	-
Affordable Care Act (ACA) Maternal, Infant, and Early Childhood Home Visiting Program	93.505	102-500731-90083100	10,046	-
Grants to States for Operation of Offices of Rural Health	93.913	102-500731-90073000	8,642	-
Block Grants for Prevention and Treatment of Substance Abuse	93.959	102-5000731-49156501	53,281	-
<u>State of Vermont Department of Health</u>				
Cancer Prevention and control Programs for State, Territorial and Tribal Organizations	93.898	03420-7208S	2,490	-
<u>Health Centers Cluster</u>				
<u>Community Health Access Network</u>				
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527	n/a	365,531	-
Total Federal Awards, All Programs			\$ 2,695,052	\$ 468,896

The accompanying notes are an integral part of this schedule.

**BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**

**Notes to Schedule of Expenditures of Federal Awards**

**Year Ended June 30, 2018**

**1. Basis of Presentation**

The schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Bi-State Primary Care Association, Inc. and Subsidiary (the Association) under programs of the federal government for the year ended June 30, 2018. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Association, it is not intended to, and does not, present the consolidated financial position, changes in net assets, or cash flows of the Association.

**2. Summary of Significant Accounting Policies**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available. The Association has elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED  
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Directors  
Bi-State Primary Care Association, Inc. and Subsidiary

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Bi-State Primary Care Association, Inc. and Subsidiary, which comprise the consolidated balance sheet as of June 30, 2018, and the related consolidated statements of operations and changes in net assets and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated September 20, 2018.

**Internal Control over Financial Reporting**

In planning and performing our audit of the consolidated financial statements, we considered Bi-State Primary Care Association, Inc. and Subsidiary's internal control over financial reporting (internal control) to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the consolidated financial statements, but not for the purpose of expressing an opinion on the effectiveness of Bi-State Primary Care Association, Inc. and Subsidiary's internal control. Accordingly, we do not express an opinion on the effectiveness of Bi-State Primary Care Association, Inc. and Subsidiary's internal control.

*A deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's consolidated financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



Board of Directors  
Bi-State Primary Care Association, Inc. and Subsidiary

### **Compliance and Other Matters**

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

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Bi-State Primary Care Association, Inc. and Subsidiary's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Bi-State Primary Care Association, Inc. and Subsidiary's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Berry Dunn McNeil & Parker, LLC*

Portland, Maine  
September 20, 2018



**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE  
FOR THE MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER  
COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

Board of Directors  
Bi-State Primary Care Association, Inc. and Subsidiary

**Report on Compliance for the Major Federal Program**

We have audited Bi-State Primary Care Association, Inc. and Subsidiary's compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on its major federal program for the year ended June 30, 2018. Bi-State Primary Care Association, Inc. and Subsidiary's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

***Management's Responsibility***

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for Bi-State Primary Care Association, Inc. and Subsidiary's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with U.S. generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Bi-State Primary Care Association, Inc. and Subsidiary's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of Bi-State Primary Care Association, Inc. and Subsidiary's compliance.

Board of Directors  
Bi-State Primary Care Association, Inc. and Subsidiary

***Opinion on the Major Federal Program***

In our opinion, Bi-State Primary Care Association, Inc. and Subsidiary complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2018.

**Report on Internal Control over Compliance**

Management of Bi-State Primary Care Association, Inc. and Subsidiary is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit, we considered Bi-State Primary Care Association, Inc. and Subsidiary's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Bi-State Primary Care Association, Inc. and Subsidiary's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Berry Duann McNeil & Parker, LLC*

Portland, Maine  
September 20, 2018

**BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**

**Schedule of Findings and Questioned Costs**

**Year Ended June 30, 2018**

**1. Summary of Auditor's Results**

**Financial Statements**

Type of auditor's report issued:

Unmodified

Internal control over financial reporting:

Material weakness(es) identified?

Yes  No

Significant deficiency(ies) identified that are not considered to be material weakness(es)?

Yes  None reported

Noncompliance material to financial statements noted?

Yes  No

**Federal Awards**

Internal control over major programs:

Material weakness(es) identified?

Yes  No

Significant deficiency(ies) identified that are not considered to be material weakness(es)?

Yes  None reported

Type of auditor's report issued on compliance for major programs:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of Uniform Guidance?

Yes  No

Identification of major programs:

CFDA Number

Name of Federal Program or Cluster

93.129

Technical and Non-Financial Assistance to Health Centers

Dollar threshold used to distinguish between Type A and Type B programs:

\$750,000

Auditee qualified as low-risk auditee?

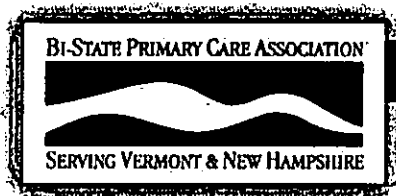
Yes  No

**2. Financial Statement Findings**

None

**3. Federal Award Findings and Questioned Costs**

None



www.bistatepca.org

525 Clinton Street, Bow, NH 03304

61 Elm Street, Montpelier, VT 05602

## BI-STATE PRIMARY CARE ASSOCIATION FY20 Board of Directors (July 2019 – June 2020)

### Board Chair:

**Martha Halnon, CPC, CAPP, CMPE**  
Chief Executive Officer  
Mountain Health Center  
74 Munsill Avenue, Suite 100  
Bristol, VT 05443  
Phone: (802) 453-5028  
[mhalnon@mountainhealthcenter.com](mailto:mhalnon@mountainhealthcenter.com)

### Board Vice Chair:

**Gregory White, CPA, CHFP**  
Chief Executive Officer  
Lamprey Health Care  
207 South Main Street  
Newmarket, NH 03857  
Phone: (603) 659-2494  
[gwhite@lampreyhealth.org](mailto:gwhite@lampreyhealth.org)

### Board Immediate Past Chair:

**Janet Laatsch, BSN, MBA**  
Chief Executive Officer  
Goodwin Community Health  
311 Route 108  
Somersworth, NH 03878  
Phone: (603) 516-2550  
[jlaatsch@goodwinch.org](mailto:jlaatsch@goodwinch.org)

### Board Secretary:

**Dan Bennett**  
Chief Executive Officer  
Gifford Health Care  
44 South Main Street  
Randolph, VT 05060  
Phone: (802) 728-2304  
[dbennett@giffordmed.org](mailto:dbennett@giffordmed.org)

### Board Treasurer:

**Edward Shanshala, II, MSHSA, MSEd**  
Executive Director/Chief Executive Officer  
Ammonoosuc Community Health Services  
25 Mount Eustis Road  
Littleton, NH 03561  
Phone: (603) 444-2464  
[Ed.shanshala@achs-inc.org](mailto:Ed.shanshala@achs-inc.org)

### **Richard Silverberg, MSSW, LICSW**

Chief Executive Officer  
Health First Family Care Center  
841 Central Street  
Franklin, NH 03235  
Phone: (603) 934-0177  
[rsilverberg@healthfirstfamily.org](mailto:rsilverberg@healthfirstfamily.org)

### **Pamela Parsons**

Executive Director  
Northern Tier Center for Health  
44 Main Street  
Richford, VT 05476  
Phone: (802) 255-5561  
[pparsons@notchvt.org](mailto:pparsons@notchvt.org)

### **Kris McCracken**

President/CEO  
Amoskeag Health  
145 Hollis Street,  
Manchester, NH 03101  
Phone: (603) 935-5210  
[kmccracken@amoskeaghealth.org](mailto:kmccracken@amoskeaghealth.org)

### **Gail Auclair, MSM, BSN, RN**

Chief Executive Officer  
Little Rivers Health Care  
PO Box 338; 131 Mill Street  
Bradford, VT 05033  
Phone: (802) 222-4637  
[gauclair@littlerivers.org](mailto:gauclair@littlerivers.org)

**BI-STATE PRIMARY CARE ASSOCIATION**  
**FY20 Board of Directors (July 2019 – June 2020)**  
Page 2

**Scot McCray**  
President/CEO  
Community Health Services of Lamoille Valley  
65 Northgate Plaza  
Suite 11, Morrisville, VT 05661  
Phone: (802) 888-0900  
[smccray@chslv.org](mailto:smccray@chslv.org)

**Kenneth Gordon**  
Chief Executive Officer  
Coos County Family Health Services  
54 Willow St.,  
Berlin, NH 03570  
Phone: (603) 752-3669  
[kgordon@ccfhs.org](mailto:kgordon@ccfhs.org)

**FY19 Bi-State Board of Directors Committee Chairs:**

**(Note: FY20 Chairs to be assigned summer 2019)**

- Executive Committee: Janet Laatsch
- Finance and Audit Committee: Ed Shanshala
- National Government Relations Committee: Janet Laatsch
- NH Government Relations Committee: Greg White
- Operations Committee: Rick Silverberg (Ken Gordon after December)
- Planning and Member Services Committee: Gail Auclair
- VT FQHC CEO Council: Gail Auclair
- VT Government Relations Committee: Gail Auclair

**Stephanie C. Pagliuca**  
525 Clinton Street, Bow, NH 03304  
P. (603) 228-2830 Ext. 111  
[Spagliuca@bistatepca.org](mailto:Spagliuca@bistatepca.org)

### **SUMMARY OF QUALIFICATIONS**

- Able to work independently and as an effective team member
- Thoughtful, balanced approach to decision-making
- Experience in design, implementation and evaluation of programs and initiatives
- Effective in building and managing partnerships
- Strategic thinker; able to see the big picture yet attentive to detail
- Strong oral and written communication skills

### **RELEVANT EMPLOYMENT**

**Bi-State Primary Care Association** **1994 to Present**  
**Bow, New Hampshire/Montpelier, Vermont**

**Director, Recruitment Center** **2003 to Present**  
Manage and oversee Bi-State's Recruitment Center, a service focused on the recruitment and retention of primary care health professionals for rural and underserved areas of New Hampshire and Vermont. Write, manage and implement grants from public and private foundations including the Bureau of Primary Health Care Health Resources and Services Administration, Center for Medicare and Medicaid Services, the states of New Hampshire and Vermont, Endowment for Health, and DentaQuest Foundation. Manage Bi-State's Leadership Development Program. Manage staff and contractors.

**Program Manger** **1998 to 2003**  
Developed and implemented a business plan to expand the scope of the Recruitment Center services to include dentist recruitment. Designed, planned and facilitated regional recruitment conferences for in-house recruiters. Facilitated collaboration between the NH Dental Society and Hygienists' Association and other key stakeholders that resulted in the first ever comprehensive workforce survey of licensed dental professionals in the state. Created and presented education sessions at various regional conferences and meetings on topics related to recruitment, including the national and local trends affecting the recruitment of a qualified health care workforce.

**Program Coordinator** **1994 to 1998**  
Established and managed a client base of 35+ organizations. Provided candidate referrals and technical assistance on methods for successful recruitment of primary care providers. Maintained relationships with professional associations and health professional training programs to facilitate recruitment of needed health professionals. Created and implemented annual marketing plan to attract clinicians to the state. Wrote ad copy and participated in the design of marketing collateral. Created displays and exhibited at local and national trade shows.

**Oxford Health Plan, Nashua, NH** **March to October 1994**  
**Customer Service Associate**  
Provided customer service for health plan members regarding plan benefits, eligibility and medical claims. Processed medical claims at 97% rate of accuracy.

### **EDUCATION**

**Bachelor of Arts Degree, Communications**  
**Notre Dame College, Manchester, NH**

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

**Vendor Name:** Bi-State Primary Care Association

**Name of Program/Service:** Oral Health Workforce Integration Yr 1

BUDGET PERIOD:	FY 20		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Stephanie Pagliuca, Director, Recruitment Center	\$93,187	5.05%	\$4,705.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$4,705.00</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



## KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

**Vendor Name:** Bi-State Primary Care Association

**Name of Program/Service:** Oral Health Workforce Integration Yr 2

BUDGET PERIOD:	FY 21		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Stephanie Pagliuca, Director, Recruitment Center	\$95,982	6.12%	\$5,874.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$5,874.00</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

## KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Bi-State Primary Care Association

Name of Program/Service: Oral Health Workforce Integration Y3

BUDGET PERIOD:	FY 22		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Stephanie Pagliuca, Director, Recruitment Center	\$98,862	5.05%	\$4,992.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$4,992.00</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.