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Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4612 1-800-852-3345 Ext. 4612  
Fax: 603-271-4827 TDD Access: 1-800-735-2964



April 15, 2015

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing agreement with Foundation for Healthy Communities, Vendor #154533-B001, 125 Airport Road, Concord, NH 03301, to provide local cancer prevention projects that include a cancer prevention media plan and provider education regarding the Human Papillomavirus vaccination guidelines by increasing the price limitation by \$14,561 from \$260,000 to an amount not to exceed \$274,561 effective upon Governor and Executive Council approval with no change in the contract end date of June 30, 2016. Governor and Executive Council approved the original Agreement on April 23, 2014 (item #39). 100% Federal Funds.

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

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

SFY	Class	Title	Activity Code	Budget
SFY 2015	072-509073	Grants Federal	90080083	\$144,561
SFY 2016	072-509073	Grants Federal	90080083	\$130,000
			<b>Total</b>	<b>\$274,561</b>

**EXPLANATION**

The purpose of this request is to increase funding to develop a cancer prevention media plan, assess physician barriers, and provide physician education regarding guidelines and best practices for administering the Human Papillomavirus Vaccine. This vaccine offers protection from the Human Papillomavirus which is the leading cause of Cervical Cancer and is the only cancer vaccine. As a project of the Foundation for Healthy Communities, The New Hampshire Comprehensive Cancer Collaboration is instrumental in the development, implementation and revision of the NH State Cancer

Plan, and will support the planning and completion of local and statewide projects that will improve the health of New Hampshire residents by reducing the burden of cancer in individuals at risk for cancer, cancer patients, survivors, their families and the professionals who serve them.

The New Hampshire Comprehensive Cancer Collaboration is a group of individuals and community partners in the state who are involved with various aspects of cancer prevention and control who come together to assess priority areas and identify resources, opportunities and challenges as detailed in the NH State Cancer Plan. The NH State Cancer Plan spells out the goals, objectives and activities of the New Hampshire Comprehensive Cancer Collaboration related to cancer prevention and control efforts in NH.

The population that will benefit from these additional services includes individuals at risk for cancer due to low screening rates and youth who meet the Human Papillomavirus vaccination criteria. The minimum required services to meet the priorities and goals of this contract are administrative support, financial management of local and statewide projects, and subject-matter expertise in policy, system and environmental change strategies and evidence-based practices to the New Hampshire Comprehensive Cancer Collaboration.

Should the Governor and Executive Council not authorize this Request, the New Hampshire Comprehensive Cancer Collaboration would not be able to implement these evidence based cancer prevention strategies that could reduce future cases cervical cancer and reduce deaths related to cervical and breast cancer which are identified priorities in the 2015-2020 Cancer Plan and a requirement of the program funder, the Centers for Disease Control and Prevention.

Area served: statewide

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

In the event that the federal funds become no longer available, no further general funds will be requested to support this contract.

Respectfully submitted,



Jose Their Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the New Hampshire Comprehensive Cancer Control Program**

This 1st Amendment to the New Hampshire Comprehensive Cancer Control Program contract (hereinafter referred to as "Amendment #1") dated this, February 6, 2015 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Foundation for Healthy Communities (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 125 Airport Road, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 23, 2014 (item #39), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, and Exhibit C-1 Paragraph 3, the State may amend by an instrument in writing signed by the parties and approved by the Governor and Executive Council of the State of New Hampshire.

WHEREAS, the parties agree to increase the Price Limitation for State Fiscal Year 2015.

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

To amend as follows:

1. Form P-37, General Provisions, Item 1.8, Price Limitation, to read:  
\$274,561
2. Form P-37, General Provisions, Item 1.9, Contracting Officer for State Agency, to read:  
Eric D. Borrin
3. Form P-37, General Provisions, Item 1.10, State Agency Telephone Number, to read:  
(603) 271-9558
4. Exhibit A, Section 1.2.4 to read:
  - Project and financial management of local and statewide projects to support the implementation of the State Cancer Plan and the State Health Improvement Plan.
  - Delivery of two education sessions regarding Human Papillomavirus (HPV) vaccinations to a minimum of ten (10) healthcare providers who are identified as; physicians, physician assistants, nurse practitioners, or nurses that provides the issuance of Certified Medical Education Credits (CMEs)
  - A report on the findings of assessing medical practice barriers to increasing immunization rates of the recommended Human Papillomavirus (HPV) vaccine.
  - A media plan, approved by the Division of Public Health Services, to deliver relevant media messages in the needed media form to increase utilization of cancer screenings, such as Pap tests, mammograms and colonoscopies, in populations with low cancer screening rates.

*See* 3/2/15



5. Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 1 to read:

Funding Sources:

- a. \$144,561 = 100% federal funds from the U.S. Centers for Disease Control and Prevention, CFDA #93.283; Federal Award Identification Number (FAIN), 5U58DP003930, SFY 2015.
- b. \$130,000 = 100% federal funds from the U.S. Centers for Disease Control and Prevention, CFDA #93.283; Federal Award Identification Number (FAIN), 5U58DP003930, SFY 2016.

\$274,561

6. Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 3 to read:

The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in Exhibit B-1 Amendment 1-SFY 2015 and Exhibit B-1-SFY 2016 Budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State. DHHS funding may not be used to replace funding for a program already funded from another source.

7. Standard Exhibit B, Methods and Conditions Precedent to Payment, Paragraph 10, to read:

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.

8. Delete Exhibit B-1 Budget (SFY 2015) and replace with Exhibit B-1-Amendment 1 (SFY 2015), Budget.

*AL*  
3/2/15



New Hampshire Department of Health and Human Services  
NH Comprehensive Cancer Control Program

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

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

4/13/15  
Date

State of New Hampshire  
Department of Health and Human Services  
[Signature]  
Brook DuPee  
~~Facilities Engineer~~  
Bureau Chief ASD

March 2, 2015  
Date

[Signature]  
NAME:  
TITLE: Executive Director

Acknowledgement:  
State of NH, County of Hammack on March 2, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

[Signature]  
Name and Title of Notary or Justice of the Peace

**New Hampshire Department of Health and Human Services  
NH Comprehensive Cancer Control Program**

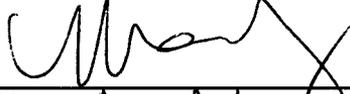
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The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 4/20/15

  
Name: Megan A. York  
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

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

**Exhibit B-1, Amendment 1 (SFY 2015)  
Budget Form**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Bidder/Program Name:** Foundation for Health  
Communities

**Budget Request for:** NH Comprehensive Cancer  
Collaboration Administrative and  
*(Name of RFP)*

**Budget Period:** SFY 2015

1. Total Salary/Wages	\$ 67,146.00	\$ -	\$ 67,146.00	\$ 68,682.00	
2. Employee Benefits	\$ 18,869.00	\$ -	\$ 18,869.00	\$ -	
3. Consultants	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	
Office	\$ 800.00	\$ -	\$ 800.00	\$ -	
6. Travel	\$ 500.00	\$ -	\$ 500.00	\$ 6,194.00	
7. Occupancy	\$ 3,300.00	\$ -	\$ 3,300.00	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	
Postage	\$ 200.00	\$ -	\$ 200.00	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ 400.00	\$ -	\$ 400.00	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 1,066.00	\$ -	\$ 1,066.00	\$ -	
11. Staff Education and Training	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	
12. Subcontracts/Agreements	\$ 35,505.00	\$ -	\$ 35,505.00	\$ -	
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	
see indirect methodology	\$ -	\$ 13,275	\$ 13,275.00	\$ -	
meeting support	\$ -	\$ -	\$ -	\$ 2,800.00	
	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL</b>	<b>\$ 131,286.00</b>	<b>\$ 13,275.00</b>	<b>\$ 144,561.00</b>	<b>\$ 77,676.00</b>	

Indirect: 10%  
corporation standard:  
support personnel and  
office support expenses  
associated with  
accounting, grant  
management, data  
analysis,  
communications, IT and  
administrative support

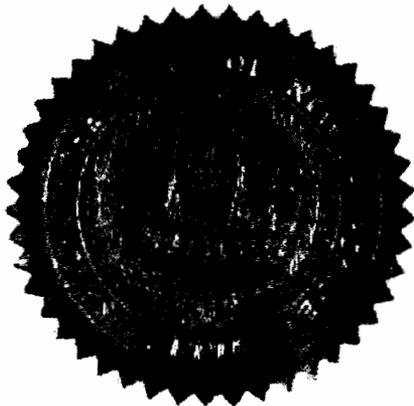
Indirect As A Percent of Direct

10.1%

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 FOUNDATION FOR HEALTHY COMMUNITIES is a New Hampshire nonprofit corporation formed October 28, 1968. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 23<sup>rd</sup> day of June A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner". The signature is fluid and cursive, written in a professional style.

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Foundation for Healthy Communities.  
(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 October 15, 2009 :  
(Date)

**RESOLVED:** That the Executive Director for the Foundation for Healthy Communities  
(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 2<sup>nd</sup> day of March, 2015.  
(Date Contract Signed)

4. Shawn V. LaFrance is the duly elected Foundation for Healthy Communities  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

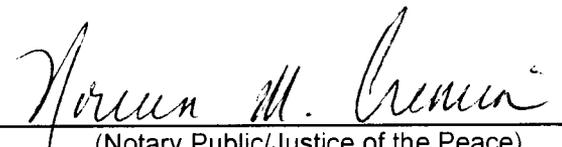
  
\_\_\_\_\_  
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Merrimack

The forgoing instrument was acknowledged before me this 2<sup>nd</sup> day of March, 2015.

By Steve Ahnen.  
(Name of Elected Officer of the Agency)

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

(NOTARY SEAL)

Commission Expires: June 5, 2018

**CERTIFICATE OF VOTE/AUTHORITY**

I, Steve Ahnen, of the Foundation for Healthy Communities, do hereby certify that:

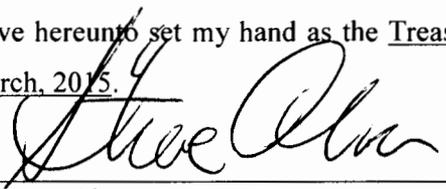
1. I am the duly elected Treasurer of the Foundation for Healthy Communities;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Foundation Healthy Communities, duly held on October 15, 2009;

RESOLVED: That this corporation, the Foundation for Healthy Communities, enters into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the Executive Director for the Foundation for Healthy Communities is hereby authorized on behalf of this corporation to enter into said contracts 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. Shawn LaFrance is the duly elected Executive Director of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of March 2, 2015.

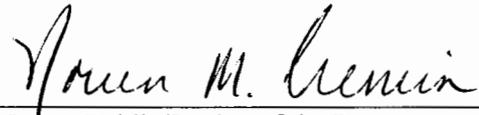
IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of the Foundation for Healthy Communities this 2<sup>nd</sup> day of March, 2015.

  
\_\_\_\_\_  
Steve Ahnen, Treasurer

STATE OF NH

COUNTY OF MERRIMACK

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of March, 2015 by Steve Ahnen.

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

My Commission Expires: June 5, 2018



Mission & Vision - Windows Internet Explorer  
http://www.nhha.org/index.php/about-nhha/mission-a-vision  
McAfee  
foundation for healthy communities nh

Mission & Vision

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New Hampshire Hospital Association

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NH Hospitals For Patients Advocacy Quality and Patient Safety Healthcare Data Health Care Reform

**What's New**

NHHA Comments on Veterans Choice Program 03.03.2015

NHHPP is working for NH - Report Released 03.03.2015

NH Comprehensive Cancer Collaboration Annual Conference April 1 02.27.2015

More Links

**News Coverage**

Tufts, hospitals go into insurance

The Demolition of Workers' Comp

After flu outbreak quelled, veterans home reopening to visitors

More News Coverage...

**NHHA Press Releases**

NHHPP is working for NH - NHHA

**Mission & Vision**

**Mission & Vision**

**NHHA's Vision for New Hampshire**

The NHHA vision is to be *THE* leading and respected voice for hospitals and health care delivery systems in New Hampshire working together to deliver compassionate, accessible, high quality, financially sustainable health care to the patients and communities they serve.

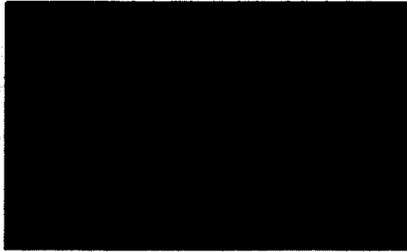
**Our Mission**

The NHHA mission is to provide leadership through advocacy, education and information in support of its member hospitals and health care delivery systems in delivering high quality health care to the patients and communities they serve.

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# FOUNDATION FOR HEALTHY COMMUNITIES

## Notes to Financial Statements

December 31, 2013 and 2012

FASB ASC 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC 820 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 standard describes three levels of inputs that may be used to measure 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 other 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 Foundation's investments are measured at fair value on a recurring basis and all considered Level 1.

**FOUNDATION FOR HEALTHY COMMUNITIES**

**Notes to Financial Statements**

**December 31, 2013 and 2012**

**4. Related Party Transactions**

The Foundation leases space from the Association. Rental expense under this lease for the years ended December 31, 2013 and 2012 was \$46,608 and \$47,402, respectively.

The Association provides various accounting, public relation and janitorial services to the Foundation. The amount expensed for these services in 2013 and 2012 was \$103,671 and \$98,175, respectively. In addition, the Association bills the Foundation for its allocation of shared costs. As of December 31, 2013 and 2012, the Foundation owed the Association \$38,151 and \$45,093, respectively, for services and products provided by the Association.

The Association owed the Foundation \$61,115 and \$34,140 as of December 31, 2013 and 2012, respectively, for services provided to the Association.

**5. Retirement Plan**

The Foundation has a 401(k) profit-sharing plan that covers substantially all employees and allows for employee contributions of up to the maximum allowed under Internal Revenue Service regulations. Employer contributions are discretionary and are determined annually by the Foundation. Retirement plan expense for 2013 and 2012 was \$35,958 and \$27,315, respectively.

**6. Functional Expenses**

Expenses related to services provided for the public interest are as follows:

	<u>2013</u>	<u>2012</u>
Program services	\$ 1,837,737	\$ 2,905,736
General and administrative	<u>121,309</u>	<u>150,042</u>
	<u>\$ 1,959,046</u>	<u>\$ 3,055,778</u>

**7. Concentrations of Credit Risk**

The Foundation's total cash deposits from time-to-time exceed the federally insured limit. The Foundation has not incurred any losses and does not expect any in the future.

**8. Fair Value Measurements**

Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Title 820, *Fair Value Measurement*, defines fair value, establishes a framework for measuring fair value in accordance with U.S. generally accepted accounting principles, and expands disclosures about fair value measurements.

**FOUNDATION FOR HEALTHY COMMUNITIES**

**Notes to Financial Statements**

**December 31, 2013 and 2012**

**Excess of Revenues over Expenses**

The statement of activities includes excess of revenues over expenses. Changes in unrestricted net assets that are excluded from this measure, consistent with industry practice, include realized and unrealized gains and losses on investments.

**Income Taxes**

The Foundation is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code.

**Subsequent Events**

For purposes of the preparation of these financial statements in conformity with U.S. generally accepted accounting principles, the Foundation has considered transactions or events occurring through June 16, 2014, which was the date that the financial statements were available to be issued.

**2. Investments**

The composition of investments as of December 31, 2013 and 2012 is set forth in the following table. Investments are stated at fair value.

	<u>2013</u>	<u>2012</u>
Marketable equity securities	\$ 255,481	\$ 258,132
Mutual funds		
Marketable equity securities	144,498	117,029
Fixed income securities	<u>209,701</u>	<u>190,837</u>
	<u>\$ 609,680</u>	<u>\$ 565,998</u>

**3. Temporarily Restricted Net Assets**

Temporarily restricted net assets of \$1,124,887 and \$911,755 consisted of specific grant programs as of December 31, 2013 and 2012, respectively. The grant programs relate to improvements to access and the delivery of health care services to support for the production and distribution of educational materials.

# FOUNDATION FOR HEALTHY COMMUNITIES

## Notes to Financial Statements

December 31, 2013 and 2012

### Property and Equipment

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

### Employee Fringe Benefits

The Foundation has an "earned time" plan under which each employee earns paid leave for each period worked. These hours of paid leave may be used for vacation or illnesses. Hours earned but not used are vested with the employee and may not exceed 30 days at year end. The Foundation accrues a liability for such paid leave as it is earned.

### Revenue Recognition

Grants awarded in advance of expenditures are reported as temporarily restricted support if they are received with stipulations that limit the use of the grant funds. When a grant restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of activities as "net assets released from restriction."

Grant funds conditional upon submission of documentation of qualifying expenditures or matching requirements are deemed to be earned and reported as revenues when the Foundation has met the grant conditions.

The amount of such funds the Foundation will ultimately receive depends on the actual scope of each program, as well as the availability of funds and, accordingly, is not reasonably determinable. The ultimate disposition of grant funds is subject to audit by the awarding agencies.

Resources received from service beneficiaries for specific projects, programs, or activities that have not yet taken place are recognized as deferred revenue to the extent that the earnings process has not been completed.

Contributions of long-lived assets are reported as unrestricted support unless donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long these long-lived assets must be maintained, the Foundation reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service.

# FOUNDATION FOR HEALTHY COMMUNITIES

## Notes to Financial Statements

December 31, 2013 and 2012

### Organization

Foundation for Healthy Communities (the Foundation) was organized to conduct various activities relating to health care delivery process improvement, health policy, and the creation of healthy communities. The Foundation is controlled by New Hampshire Hospital Association (the Association) whose purpose is to assist its members in improving the health status of the people receiving health care in New Hampshire.

### 1. Summary of Significant Accounting Policies

#### 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.

#### Cash and Cash Equivalents

For purposes of reporting in the statements of cash flows, the Foundation considers all bank deposits with an original maturity of three months or less to be cash equivalents.

#### Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. Management believes all accounts receivable are collectible. Credit is extended without collateral.

#### Investments

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the statement of financial position. Interest and dividends are included in the excess of expenses over revenues unless they are restricted by donor or law. Realized and unrealized gains and losses on investments are excluded from the excess of revenues over expenses.

Investments, in general, 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 statements of financial position and activities.

**FOUNDATION FOR HEALTHY COMMUNITIES**

**Statements of Cash Flows**

**Years Ended December 31, 2013 and 2012**

	<u>2013</u>	<u>2012</u>
Cash flows from operating activities		
Change in net assets	<b>\$ 305,075</b>	<b>\$ 209,821</b>
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	<b>6,615</b>	8,240
Net realized and unrealized gain on investments	<b>(82,531)</b>	(39,173)
(Increase) decrease in		
Accounts receivable	<b>103,519</b>	(17,590)
Prepaid expenses	<b>208</b>	2,071
Increase (decrease) in		
Accounts payable	<b>(6,661)</b>	(3,049)
Accrued payroll and related amounts	<b>15,129</b>	8,584
Due to/from affiliates	<b>(33,917)</b>	32,998
Deferred revenue	<b>64,736</b>	(5,529)
Net cash provided by operating activities	<b><u>372,173</u></b>	<b><u>196,373</u></b>
Cash flows from investing activities		
Purchases of equipment	<b>(5,397)</b>	-
Purchases of investments	<b>(275,069)</b>	(543,466)
Proceeds from sale of investments	<b>313,918</b>	449,350
Net cash provided (used) by investing activities	<b><u>33,452</u></b>	<b><u>(94,116)</u></b>
Net increase in cash and cash equivalents	<b>405,625</b>	102,257
Cash and cash equivalents, beginning of year	<b><u>490,373</u></b>	<b><u>388,116</u></b>
Cash and cash equivalents, end of year	<b><u>\$ 895,998</u></b>	<b><u>\$ 490,373</u></b>

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

**FOUNDATION FOR HEALTHY COMMUNITIES**

**Statements of Changes in Net Assets**

**Years Ended December 31, 2013 and 2012**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
Balance, January 1, 2012	\$ <u>196,243</u>	\$ <u>745,989</u>	\$ <u>942,232</u>
Excess of revenues over expenses	4,882	-	4,882
Net realized and unrealized gain on investments	39,173	-	39,173
Grants received	-	1,030,790	1,030,790
Net assets released from restriction used for operations	<u>-</u>	<u>(865,024)</u>	<u>(865,024)</u>
Change in net assets	<u>44,055</u>	<u>165,766</u>	<u>209,821</u>
Balance, December 31, 2012	<u>240,298</u>	<u>911,755</u>	<u>1,152,053</u>
Excess of revenues over expenses	9,412	-	9,412
Net realized and unrealized gain on investments	82,531	-	82,531
Grants received	-	1,147,463	1,147,463
Net assets released from restriction used for operations	<u>-</u>	<u>(934,331)</u>	<u>(934,331)</u>
Change in net assets	<u>91,943</u>	<u>213,132</u>	<u>305,075</u>
Balance, December 31, 2013	<u>\$ 332,241</u>	<u>\$ 1,124,887</u>	<u>\$ 1,457,128</u>

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

**FOUNDATION FOR HEALTHY COMMUNITIES**

**Statements of Activities**

**Years Ended December 31, 2013 and 2012**

	<u>2013</u>	<u>2012</u>
<b>Revenues</b>		
Foundation support	\$ 363,120	\$ 363,120
Program revenue	493,099	1,688,188
Seminars, meetings, and workshops	167,215	128,187
Interest and dividend income	10,693	16,141
Net assets released from restriction used for operations	<u>934,331</u>	<u>865,024</u>
Total revenues	<u>1,968,458</u>	<u>3,060,660</u>
<b>Expenses</b>		
Salaries and related payroll expenses	1,051,331	976,077
Other operating	130,712	132,054
Program expenses	627,451	1,762,092
Seminars, meetings, and workshops	142,937	177,315
Depreciation	<u>6,615</u>	<u>8,240</u>
Total expenses	<u>1,959,046</u>	<u>3,055,778</u>
Excess of revenues over expenses	9,412	4,882
Net realized and unrealized gain on investments	<u>82,531</u>	<u>39,173</u>
Increase in unrestricted net assets	<u>\$ 91,943</u>	<u>\$ 44,055</u>

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

**FOUNDATION FOR HEALTHY COMMUNITIES**

**Statements of Financial Position**

**December 31, 2013 and 2012**

**ASSETS**

	<u>2013</u>	<u>2012</u>
<b>Current assets</b>		
Cash and cash equivalents	\$ 895,998	\$ 490,373
Accounts receivable	106,809	210,328
Due from affiliate	61,115	34,140
Prepaid expenses	<u>4,362</u>	<u>4,570</u>
Total current assets	<u>1,068,284</u>	<u>739,411</u>
Investments	<u>609,680</u>	<u>565,998</u>
<b>Property and equipment</b>		
Leasehold improvements	1,118	1,118
Equipment and furniture	<u>136,010</u>	<u>130,613</u>
	<u>137,128</u>	<u>131,731</u>
Less accumulated depreciation	<u>124,806</u>	<u>118,191</u>
Property and equipment, net	<u>12,322</u>	<u>13,540</u>
Total assets	<u>\$ 1,690,286</u>	<u>\$ 1,318,949</u>

**LIABILITIES AND NET ASSETS**

<b>Current liabilities</b>		
Accounts payable	\$ 17,515	\$ 24,176
Accrued payroll and related amounts	81,507	66,378
Due to affiliate	38,151	45,093
Deferred revenue	<u>95,985</u>	<u>31,249</u>
Total current liabilities and total liabilities	<u>233,158</u>	<u>166,896</u>
<b>Net assets</b>		
Unrestricted	332,241	240,298
Temporarily restricted	<u>1,124,887</u>	<u>911,755</u>
Total net assets	<u>1,457,128</u>	<u>1,152,053</u>
Total liabilities and net assets	<u>\$ 1,690,286</u>	<u>\$ 1,318,949</u>

---

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



## INDEPENDENT AUDITOR'S REPORT

The Board of Trustees  
Foundation for Healthy Communities

We have audited the accompanying financial statements of Foundation for Healthy Communities (the Foundation) which comprise the statements of financial position as of December 31, 2013 and 2012, and the related statements of activities, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

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

### Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Foundation'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 Foundation'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 financial statement presentation.

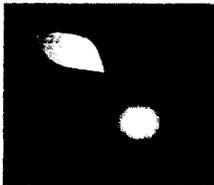
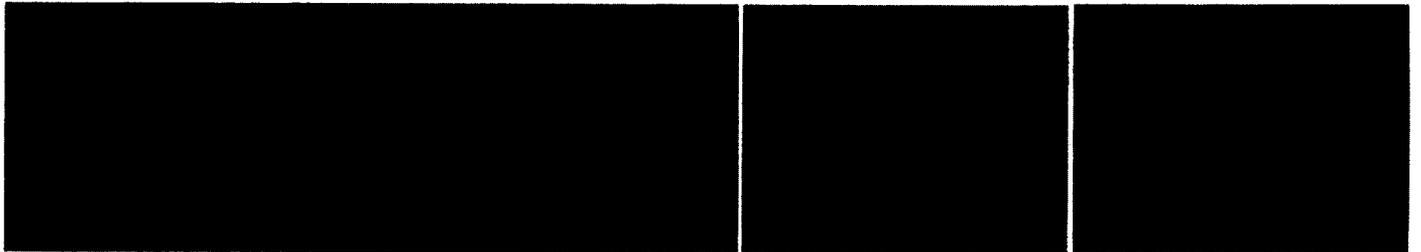
We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Foundation as of December 31, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

*BerryDunn McNeil & Parker, LLC*

Portland, Maine  
June 16, 2014



**FOUNDATION FOR  
HEALTHY COMMUNITIES**

**FINANCIAL STATEMENTS**

**December 31, 2013 and 2012**

**With Independent Auditor's Report**





FOUNDATION FOR  
HEALTHY COMMUNITIES

## 2015 - BOARD OF TRUSTEES

Scott McKinnon <b>CHAIR</b>	President/CEO, The Memorial Hospital, North Conway
Mary DeVeau <b>VICE CHAIR</b>	President and CEO, Concord Regional Visiting Nurse Association
Stephen Ahnen <b>SECRETARY/TREASURER</b>	President, NHHA
Shawn LaFrance <i>ex officio</i>	Executive Director, FHC
Chris Accashian	CEO, Parkland Medical Center, Derry
George Blike, MD	Chief Quality and Value Officer, Dartmouth-Hitchcock, Lebanon
William Brewster, MD	Medical Director, Harvard Pilgrim Health Care, Manchester
Corin Dechirico, DO	Associate Chief Medical Officer, Southern NH Medical Center, Nashua
Robert Duhaime, RN	VP, Operations, Catholic Medical Center, Manchester
Peter J. Evers	President/CEO, Riverbend Community Mental Health Center
Mary Ellen Fleeger, PhD, RN	Professor of Nursing, Keene State College
Paul Gardent	Faculty, Dartmouth Institute & Tuck School of Business, Hanover
Richard Lafleur, MD - <b>IPC</b>	Medical Director, Anthem BC/BS of NH, Manchester
Michelle McEwen	President/CEO, Speare Memorial Hospital, Plymouth
Arthur Nichols	President, Cheshire Medical Center, Keene
Arthur O'Leary	Regional VP of Operations, Genesis HealthCare, Concord
Helen C. Pervanas, PharmD	Assistant Professor of Pharmacy Practice, Mass. College of Pharmacy and Health Sciences, Manchester
Rick Phelps, MD	President & Chief Operating Officer, Elliot Hospital, Manchester
John F. Robb, MD	Director, Interventional Cardiology at Mary Hitchcock Memorial Hospital, Lebanon
Maria Ryan, PhD, APRN	CEO, Cottage Hospital, Woodsville
Jeanne Ryer	Director, NH Citizens Health Initiative/University of New Hampshire, Concord
Keith Shute, MD	Chief Medical Officer & Senior Vice President, Androscoggin Valley Hospital, Berlin
Helen Taft	Executive Director, Families First, Portsmouth
Trinidad Tellez, MD	Director, Office of Minority Health and Refugee Affairs, NH Department of Health and Human Services
Gregory Walker	President/CEO, Wentworth-Douglas Hospital, Dover

**Judy Proctor, RN, BSN**  
Foundation for Healthy Communities

**EXPERIENCE**

**August 2007- present**

**Manager, New Hampshire Comprehensive Cancer Collaboration,**  
Foundation for Healthy Communities, 125 Airport Rd., Concord, NH  
03301

- Manage day-to-day activities and budget of the volunteer Collaboration membership and serve as the central point of contact for all communications. Coordinate annual meeting of > 200 attendees
- Coordinate workgroup, committee and Board meetings: provide meeting management, logistical, and administrative assistance
- Support implementation activities of the NH Cancer Plan
- Serve as liaison to NH Division of Public Health Services and other statewide partners
- Participate in communications, marketing, and promotion of the Collaboration & NH Cancer Plan: newsletter, website
- Coordinate and manage local and statewide projects
- Subject matter expert in Policy, Systems, Environmental change efforts

**April, 1996- July, 2007**

**Tuberculosis (TB) Program Coordinator,** State of New Hampshire Division of Public Health Services, 29 Hazen Dr. Concord, NH 03301, 603-271-4496

- 2006-2007: served as TB Control Officer for NH
- Coordinated the TB Program services including case management activities of 7 district public health nurses and two city health departments
- Provided consultation and training to the public, medical providers, community agencies and program staff
- Participated in program planning and evaluation
- Served as liaison to the Centers for Disease Control and Prevention
- Analyzed data and produced epidemiologic and grant reports

**1994-1996**

**Infection Control Nurse/ Staff Development/ Quality Improvement Coordinator**

McKerley Health Care- Harris Hill Center, Concord

- Coordinated Infection Control Team/ monitored infection control practices
- Chaired Continuous Quality Improvement Committee

- Managed staff development program; in-service and OSHA trainings, and new staff orientation

**1981-1989**

**Hospice Patient Care Coordinator, Concord VNA, NH**

- Co-developed, marketed, and managed 1<sup>st</sup> home-care Hospice Program
- Assessed patient/family needs and implemented interdisciplinary plan of care
- Hired, trained and supervised staff of nurses, aides and volunteers
- Provided public and staff education on Hospice philosophy and symptom control

**1978-1981**

**Hospice Nurse, Washington Home Hospice, Washington DC**

**1975-1978**

**Oncology Nurse, Georgetown University Hospital**

**EDUCATION**

**Bachelor of Science in Nursing, Georgetown University, cum laude**

2013

National Partner workshop: *Ten Healthy Habits of Successful Coalitions*, PSE training

2009

NCI training on *Evidence-Based Practices*

2005

*Certified Public Management Courses*, State of NH

2004

*Principles of Epidemiology Course*, Manchester Health Dept. and DHHS

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Judy Proctor	Program Manager, NH CCC	\$67,146	100%	\$67,146

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

**Contractor Name:** Foundations for Healthy Communities

**Name of Bureau/Section:** NH Comprehensive Cancer Collaboration

Judy Proctor	Manager	\$67,146	100.00%
Shawn LaFrance	Executive Director	\$121,024	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			

Judy Proctor	Manager	\$69,160	100.00%
Shawn LaFrance	Executive Director	\$124,654	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
		\$0	0.00%
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			

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Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-4959 1-800-852-3345 Ext. 4959  
Fax: 603-271-0539 TDD Access: 1-800-735-2964



MJT  
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4/23/14  
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March 28, 2014

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

**REQUESTED ACTION**

100% Federal funds

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into an agreement with Foundation for Healthy Communities, Vendor #154533-B001, 125 Airport Road, Concord, NH 03301, in an amount not to exceed \$260,000, to provide administrative and financial support to the NH Comprehensive Cancer Collaboration, to be effective July 1, 2014 or date of Governor and Council approval, whichever is later, through June 30, 2016.

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

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

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	072-509073	Grants Federal	90080083	130,000
SFY 2016	072-509073	Grants Federal	90080083	130,000
			Total	\$260,000

**EXPLANATION**

Funds in this agreement will be used to support the activities of the New Hampshire Comprehensive Cancer Collaboration to reduce the impact of cancer on the population in New Hampshire. The Contractor will provide subject matter expertise, administrative and financial management services to support the New Hampshire Comprehensive Cancer Collaboration in their development, implementation and revision of the NH State Cancer Plan, and will support the planning and completion of local and statewide projects that will improve the health of New Hampshire residents by reducing the burden of cancer in individuals at risk for cancer, cancer patients, survivors, their families and the professionals who serve them.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
March 28, 2014  
Page 2

The New Hampshire Comprehensive Cancer Collaboration is a group of individuals and community partners in the state who are involved with various aspects of cancer prevention and control who come together to assess priority areas and identify resources, opportunities and challenges as detailed in the NH State Cancer Plan. The NH State Cancer Plan spells out the goals, objectives and activities of the New Hampshire Comprehensive Cancer Collaboration related to cancer prevention and control efforts in NH.

Effective planning and activities will help lead to 1) increases in primary prevention activities (e.g., healthy eating and active living, avoiding UV exposure, reduced tobacco exposure); 2) increases in early detection and screening rates for breast, cervical, colorectal and lung cancers, 3) decreases in detection of late stage cancers; and 4) improvement in the quality of treatment and life for cancer patients, survivors and their families.

The population that will benefit from these services includes individuals at risk for cancer, cancer patients, survivors, their families and the professionals who serve them. The minimum required services to meet the priorities and goals of this contract are administrative support, financial management of local and statewide projects, and subject-matter expertise in policy, system & environmental change strategies and evidence-based practices to the New Hampshire Comprehensive Cancer Collaboration.

Cancer is the leading cause of death in New Hampshire overtaking heart disease. The overall rate of cancer incidence in NH is higher than the US rate (508 vs. 481 per 100,000). While the annual percent changes in incidence and mortality have decreased over time these changes have not been statistically significant. While screening rates for cancer are relatively high in New Hampshire, we know that residents with lower incomes, lower educational attainment and from racial minorities have significantly lower rates of screening than the average. Additionally, other cancer-related risk factors (e.g., tobacco use, obesity, etc.) continue to be priorities identified in the State Health Improvement Plan.

Should Governor and Executive Council not authorize this Request, the New Hampshire Comprehensive Cancer Collaboration would not have the internal resources to support the work of volunteers and ultimately their work on the New Hampshire State Cancer Control Plan, which is a requirement of the program funder, the Centers for Disease Control and Prevention.

Foundation for Healthy Communities was selected for this project through a competitive bid process. A Request for Proposals was posted on The Department of Health and Human Services' web site from December 11, 2013 through February 5, 2014.

One proposal was received in response to the Request for Proposals. Five reviewers who work internal to the Department reviewed the proposals. The reviewers represent seasoned public health administrators and managers who have between seven to 24 years' experience managing agreements with vendors for various public health programs. Each reviewer was selected for the specific skill set they possess and their experience. Their decision followed a thorough discussion of the strengths and weaknesses to the proposals. The final decision was made by taking an average of all reviewers' scores. The Bid Summary is attached.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
March 28, 2014  
Page 3

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

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

- 90% of workgroup annual work plans contain SMART (Specific, Measureable, Attainable, Realistic, and Time-Limited) objectives that are updated at least every 6 months with the most current data and information about workgroup activities and achievements.
- 90% of work plan objectives include Policy, System & Environmental Change Approaches.
- 100% of work plan objectives reference evidence to support the chosen strategies or rationale for choosing a strategy that is not evidence-based.
- 95% of NH Comprehensive Cancer Collaboration members are retained.
- 10 new NH Comprehensive Cancer Collaboration members are recruited from priority organizations, annually (e.g., professional associations, business/industry, political leaders, academic institutions, community organizations).
- At least 200 individuals attend the NH Comprehensive Cancer Collaboration Annual Meeting and 90% rate the meeting as either "excellent" or "very good" in an evaluation survey.

Area served: Statewide.

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

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

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner



**New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet**

New Hampshire Comprehensive  
Cancer Control Program

14-DHHS-DPHS-03

RFP Name

RFP Number

Reviewer Names

1. Regina Flynn, Grant Coordinator, 17 years experience
2. Whitney Hammond, Administrator, 10 years experience
3. Tiffany Fuller, Program Planner, 7 years experience
4. Richelle Swanson, Financial Administrator, 21 years experience
5. Mark Andrew, Financial Administrator, 24 years experience

Bidder Name

1. Foundation for Healthy Communities

2. 0

3. 0

Pass/Fail	Maximum Points	Actual Points
	150	121
	150	0
	150	0

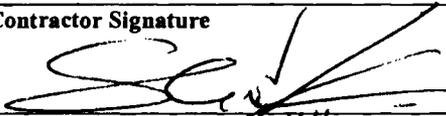
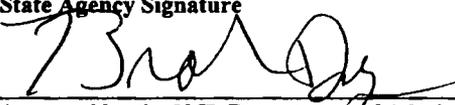
Subject: NH Comprehensive Cancer Collaboration

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services Division of Public Health Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> Foundation for Healthy Communities		<b>1.4 Contractor Address</b> 125 Airport Road Concord, NH 03301	
<b>1.5 Contractor Phone Number</b> 603-415-4275	<b>1.6 Account Number</b> 05-95-90-902010-5659-072-509073	<b>1.7 Completion Date</b> 06/30/2016	<b>1.8 Price Limitation</b> \$260,000
<b>1.9 Contracting Officer for State Agency</b> Brook Dupee, Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4501	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Shawn LaFrance, Executive Director	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Merriam</u> On <u>3/27/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] <u>Noreen M. Cremin</u> expires <u>6/5/2018</u>			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> <u>Noreen M. Cremin, Program &amp; Grants Manager</u>			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Brook Dupee, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By: <u>Rosemary A. St.</u> On: <u>4-3-14</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 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

Contractor Initials: SLK  
Date: 3/27/14

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



## Exhibit A

# SCOPE OF SERVICES

## 1. STATEMENT OF WORK

### 1.1. Covered Populations and Services

The Department of Health and Human Services (DHHS) supports the activities of the NH CCC to reduce the impact of cancer in New Hampshire. The population to be served is statewide and includes individuals at risk for cancer, cancer patients, survivors, their families and the professionals who serve them. The minimum required services to meet the priorities and goals of this contract are administrative support, financial management of local and statewide projects, and subject-matter expertise in policy, system & environmental change strategies and evidence-based practices to the NH CCC.

### 1.2. Required Services

#### 1.2.1. Management services shall include:

- Recruitment and retention of membership in workgroups, committees and the NH CCC and maintenance of a membership list;
- Development of annual workgroup action plans with the workgroups including background research on evidence-based practice to help workgroups identify strategies/interventions needed for implementation of the State Cancer Plan;
- Support workgroups in development and implementation of interventions identified in their action plans;
- Manage membership, workgroup meeting minutes, training opportunities and all communication for the NH CCC;
- Manage NH CCC website information, including statewide cancer control activities and events regularly;
- Coordinate with the CCCP Program Coordinator and Lead Evaluator to conduct a bi-annual membership satisfaction survey, other evaluation activities and to distribute reports;
- Assist NH CCC in the development of an annual report capturing activities of the workgroups and committees;
- Assist the NH CCC board leadership with maintaining the board infrastructure;
- Annual review/revision of the NH CCC communication plan;
- Prepare and distribute the NH CCC newsletter at a frequency determined by the Communications Committee;
- Promote and distribute the NH Cancer Control Plan and supporting documents;
- Conduct educational programming based on a membership needs assessment;
- Conduct policy, system and environmental assessments on cancer related issues and developing a PSE agenda with intervention recommendations;
- Educate key decision-makers and other stakeholder groups on EBPs and PSE approaches to cancer prevention and control;
- Identifying opportunities to engage municipalities for PSE interventions;
- Attending training on PSE interventions;
- Ensure that PSE and community-clinical linkage approaches are integrated into the revised State Cancer Plan;
- Prepare a 6-month and annual progress report on implementation of the State Cancer Plan;



## Exhibit A

- Prepare materials to assist the CCCP in completing the interim and annual progress reports to the Centers for Disease Control & Prevention (CDC) including information about in-kind and leveraged funds;
- Write and provide assistance around securing grants and other resources for implementation of the State Cancer Plan.

### 1.2.2. Administrative support services

- Act as a fiscal agent for the NH CCC for the receipt of and distribution of grants and special funds;
- Assist the NH CCC leadership with the preparation of grants and contracts;
- Assist the NH CCC leadership with the preparation of meeting budgets;
- Assist the CCCP Program Coordinator with preparation of documentation of in-kind support and cost-sharing for NH CCC;
- Arrange for continuing education credits when appropriate for NH CCC meetings.

### 1.2.3. Meeting management services

- Coordinate and distributing a meeting schedule for board of directors and collaboration workgroups and committees;
- Take of minutes at all board of directors, workgroup and committee meetings;
- Preparing and distributing agendas for the board of directors in consultation with the board chairperson;
- Prepare and distribute meeting notices, minutes and special correspondence for the board of directors, workgroups and committees;
- Participate in the agenda and logistic planning of NH CCC meetings;
- Attending monthly meetings with the CCCP Program Coordinator to review and plan activities and duties;
- Logistical coordination for all meetings of the board of directors, workgroups, committees, the NH CCC annual meeting and other NH CCC special meetings. Logistical coordination includes all planning, securing facilities, identifying and securing speakers and exhibitors, developing, receiving and processing registrations, registrant check in, agendas, minutes, marketing, onsite organization of event(s), development, distribution, collection and reporting on event evaluation forms, acts as fiscal agent, etc., as appropriate for the planned event.

### 1.2.4. Local and Statewide Projects

- Project and financial management of local and statewide projects to support the implementation of the State Cancer Plan and the State Health Improvement Plan.

### 1.2.5. Compliance Requirements

The DHHS is committed to assuring that it delivers high quality public health services directly or by contract. As stewards of state and federal funds we strive to assure that all services are evidenced-based and cost efficient. To measure and improve the quality of public health services, the DHHS employs a performance management model. This model, comprised of four components, provides a common language and framework for DHHS and its community partners. These four components are: 1) performance standards; 2) performance measurement; 3) reporting of progress; and, 4) quality



## Exhibit A

improvement. DHHS has established the following compliance measures for the work to be carried out under this contract.

- 90% of workgroup annual work plans contain SMART (Specific, Measureable, Attainable, Realistic, and Time-Limited) objectives that are updated at least every 6 months with the most current data and information about workgroup activities and achievements
- 90% of work plan objectives include PSE approaches
- 100% of work plan objectives reference evidence to support the chosen strategies or rationale for choosing a strategy that is not evidence-based.
- .5 FTE subject matter expert with PSE
- 95% of NH CCC members are retained
- 10 new NH CCC members are recruited from priority organizations, annually (e.g., professional associations, business/industry, political leaders, academic institutions, community organizations) At least 200 individuals attend the NH Comprehensive Cancer Collaboration Annual Meeting and 90% rate the meeting as either "excellent" or "very good" in an evaluation survey.

The contractor will be required to provide a work plan that demonstrates their plan for the contract required activities. The work plan will be used to assure progress towards meeting the performance measures and the overall program objectives and goals. At intervals specified by DHHS, the contractor will report on their progress towards meeting the performance measures, and overall program goals and objectives to demonstrate they have met the minimum required services for the proposal.

### 1.3. Staffing

The Contractor shall be required to provide staffing to fulfill the roles and responsibilities to support activities of this project. Staff funded under this contract may be required to attend pertinent technical assistance sessions, progress reviews and regional conference calls. The contractor shall address the details to the following requirements to ensure adequate staffing is provided.

1. Provide sufficient staff to perform all tasks specified in this contract. The contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion.
2. The contractor shall ensure that all staff have appropriate training, education, experience, and orientation to fulfill the requirements of the positions they hold and shall verify and document that it has met this requirement. This includes keeping up-to-date records and documentation of all individuals requiring licenses and/or certifications and such records shall be available for DHHS inspection.
3. The contractor shall develop a Staffing Contingency Plan,, including but not limited to:
  - a. The process for replacement of personnel in the event of loss of key personnel or other personnel before or after signing of the Agreement;
  - b. Allocation of additional resources to the Agreement in the event of inability to meet any performance standard;
  - c. Discussion of time frames necessary for obtaining replacements;
  - d. Contractor's capabilities to provide, in a timely manner, replacement staff with comparable experience; and
  - e. The method of bringing replacement staff up-to-date regarding the activities of this project.

*[Handwritten Signature]*

3/27/14



## Exhibit B

### Method and Conditions Precedent to Payment

- 1) Funding Sources:
  - a. \$130,000 = 100% federal funds from the U.S. Centers for Disease Control and Prevention, CFDA #93.283; Federal Award Identification Number (FAIN), 5U58DP003930, SFY 2015.
  - b. \$130,000 = 100% federal funds from the U.S. Centers for Disease Control and Prevention, CFDA #93.283; Federal Award Identification Number (FAIN), 5U58DP003930, SFY 2016.  
\$260,000
- 2) The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
  - a. Payment for said services shall be made as follows:

The Contractor will 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. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement. The final invoice shall be due to the State no later than thirty (30) days after the contract Completion Date.
  - b. The invoice must be submitted to:

Department of Health and Human Services  
Division of Public Health Services  
Email address: DPHScontractbilling@dhhs.state.nh.us
- 3) The Contractor agrees to use and apply all contract funds from the State for direct and indirect costs and expenses including, but not limited to, personnel costs and operating expenses related to the Services, as detailed in Exhibit B-1 – SFY 2015 and Exhibit B-1 - SFY 2016 Budgets. Allowable costs and expenses shall be determined by the State in accordance with applicable state and federal laws and regulations. The Contractor agrees not to use or apply such funds for capital additions or improvements, entertainment costs, or any other costs not approved by the State. DHHS funding may not be used to replace funding for a program already funded from another source.
- 4) This is a cost-reimbursement contract based on an approved budget for the contract period. Reimbursement shall be made monthly based on actual costs incurred during the previous month.
- 5) Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available in the Service category budget line items submitted by

Exhibit B – Methods and Conditions Precedent to Payment\_Contractor Initials

*SL*

3/23/14



## Exhibit B

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the Contractor to cover the costs and expenses incurred upon compliance with reporting requirements and performance and utilization review. Contractors will keep detailed records of their activities related to DHHS-funded programs and services.

- 6) Contractors are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract. The contracted organization shall prepare progress reports, as required.
- 7) The Contractor shall have written authorization from the State prior to using contract funds to purchase any equipment with a cost in excess of three hundred dollars (\$300) and with a useful life beyond one year.
- 8) Notwithstanding paragraph 18 of the General Provisions P-37, an amendment limited to adjustments to amounts between and among account numbers, within the price limitation, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
- 9) Written requests for adjustments to amounts within the price limitation will not be accepted after May 30<sup>th</sup> of each contract year.



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**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 fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



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

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

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



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

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



Exhibit C-1

**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
  
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
  
3. Extension:

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

SC

3/27/14