



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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

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

July 26, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing **sole source** agreement with Bi-State Primary Care Association, Inc. (Vendor #166695-B001), 525 Clinton Street, Bow, NH 03304, to continue providing recruitment services for primary care healthcare, dental and behavioral health professionals to medically underserved areas of New Hampshire, by modifying the scope of service with no change to the price limitation of \$654,000 and no change to the contract completion date of June 30, 2020, effective upon Governor and Executive Council approval.

This agreement was originally approved by the Governor and Executive Council on July 11, 2018 (Item #11).

EXPLANATION

This request is **sole source** because the Department has partnered with Bi-State Primary Care Association, Inc. on competitively-procured contracts relative to health care provider recruitment since 2004. Bi-State Primary Care Association has been the only respondent each time the Department published a solicitation for this scope of service. Over the past eleven (11) years, the Contractor has performed and continues to perform very well by supporting access to health care services for vulnerable populations and under-served communities.

The purpose of this request is to reduce the volume of substance use disorder (SUD) related activities from this agreement because no funding is available for these services in SFY 2020. The Contractor will continue recruitment of primary care, oral health professionals and behavioral healthcare providers for New Hampshire with particular reference to federally designated underserved areas of the State. In addition, the Contractor will continue to maintain the statewide electronic vacancy tracking system for public and private health care agencies and organizations; and provide technical assistance to agencies and communities to retain providers.

In SFY 2019, the Contractor recruited thirty-eight (38) providers as follows: eight (8) physicians; fourteen (14) dentists; eleven (11) advanced practitioners and five (5) behavioral health providers.

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The original agreement included language in Exhibit C-1 that allows the Department to renew the contract for up to two (2) additional years subject to the continued availability of funding, satisfactory performance of services, the parties' written authorization and approval from the Governor and Executive Council. The Department is not exercising a renewal option at this time.

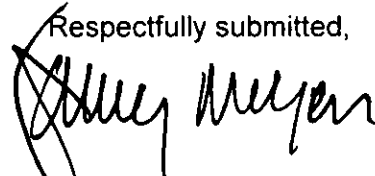
Bi-State Primary Care Association's effectiveness in delivering services will continue to be measured through monitoring of the following performance measures:

- Increases in the number of primary care, dental and behavioral health providers; and improvement to recruitment in areas of need, as evidenced by a count of providers using recruitment software.
- Number of primary care, dental and behavioral health provider vacancies reported to the Recruitment Center.
- Number and type of technical assistance consultations provided, including to MCH contracted agencies.

Should the Governor and Executive Council not authorize this request, the agreement will not accurately reflect the recruitment services being provided by the Contractor in SFY 2020, which no longer includes recruitment of SUD providers.

Area served: Statewide

Respectfully submitted,



Jeffrey A. Meyers
Commissioner

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



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Recruitment Services Contract**

This 1st Amendment to the Recruitment Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Bi-State Primary Care Association, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 525 Clinton Street, Bow NH 03304.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 11, 2018, (Item #11), 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 or terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

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 to amend as follows:

1. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

Nathan D. White, Director.

2. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

603-271-9631.

Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A, Scope of Services - Amendment #1.

New Hampshire Department of Health and Human Services
Recruitment Services



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

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

State of New Hampshire
Department of Health and Human Services

7/10/19
Date

[Signature]
Lisa Morris
Director

Bi-State Primary Care Association, Inc.

7/8/19
Date

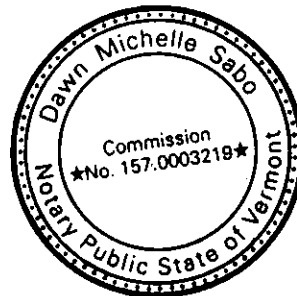
[Signature]
Name: Georgia J. Maheras
Title: VP, Policy and Strategy

Acknowledgement of Contractor's signature:

State of VERMONT, County of WASHINGTON on 7/8/2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

DAWN MICHELLE SABO
Name and Title of Notary or Justice of the Peace



My Commission Expires: 157.0003219
JAN. 31, 2021


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



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

OFFICE OF THE ATTORNEY GENERAL

8/9/2019
Date


Name: Nancy J. Smith
Title: Sr. Asst. Atty 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:



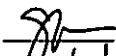
Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall ensure the delivery of services by collaborating with professional care provider organizations and the Department of Health and Human Services (the Department), including, but not limited to:
 - 1.3.1. The New Hampshire (NH) Dental Society.
 - 1.3.2. The NH Medical Society.
 - 1.3.3. The NH Hospital Association
 - 1.3.4. Area health centers.
 - 1.3.5. The Division of Public Health Services (DPHS) Oral Health Program.
 - 1.3.6. The Office of Medicaid Services (OMS).
 - 1.3.7. The Bureau of Maternal and Child Health (MCH).
- 1.4. Business days means Monday through Friday.
- 1.5. State Fiscal Year means a period beginning July 1 and ending June 30.
- 1.6. State Fiscal Quarter or Quarterly means the periods of July through September, October through December, January through March, and April through June.

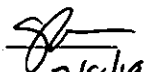
2. Scope of Services

- 2.1. The Contractor shall maintain the statewide electronic vacancy tracking system.
- 2.2. The Contractor shall administer the New Hampshire Recruitment Center to support the successful recruitment and retention of health care providers including, but not limited to:
 - 2.2.1. Physicians who practice in the following areas, including, but not limited to:
 - 2.2.1.1. Internal medicine.
 - 2.2.1.2. Family and general medicine.
 - 2.2.1.3. Pediatrics.
 - 2.2.1.4. Obstetrics.
 - 2.2.1.5. Gynecology.


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- 2.2.1.6. Geriatrics.
- 2.2.2. Dental care providers including, but not limited to:
 - 2.2.2.1. Dentists.
 - 2.2.2.2. Orthodontists.
- 2.2.3. Physician Assistants.
- 2.2.4. Certified nurse midwives.
- 2.2.5. Nurse practitioners.
- 2.2.6. Behavioral health care providers with training in mental health disorders including, but not limited to:
 - 2.2.6.1. Masters prepared social workers.
 - 2.2.6.2. Licensed Mental Health Counselors.
 - 2.2.6.3. Licensed Family Therapists.
 - 2.2.6.4. Advanced practice registered nurses.
 - 2.2.6.5. Psychiatrists.
 - 2.2.6.6. Clinical or counseling psychologists.
- 2.3. The Contractor shall place a specific emphasis on those areas of the state that are federally designated underserved areas, including, but not limited to:
 - 2.3.1. Health Professional Shortage Areas (HPSA).
 - 2.3.2. Mental Health Professional Shortage Areas (MHPSA).
 - 2.3.3. Medically Underserved Areas (MUA).
 - 2.3.4. Medically Underserved Populations (MUP).
- 2.4. The Contractor shall conduct activities to attract healthcare providers to practice in New Hampshire and shall use available resources, including, but not limited to:
 - 2.4.1. Federal grants and support services.
 - 2.4.2. National publications.
 - 2.4.3. Targeted mailings.
 - 2.4.4. Advertisements in publications and journals.
 - 2.4.5. Direct recruitment through medical and dental schools, residency programs and other educational institutions.
 - 2.4.6. Direct contact with practicing providers or students
 - 2.4.7. On-line job posting platforms.
 - 2.4.8. The Health Professions Workforce Data Center
- 2.5. The Contractor shall inform behavioral health treatment providers of the availability and scope of Recruitment Center services.


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- 2.6. The Contractor shall assist in the development and coordination of training programs, preceptorships, and rotations for primary care providers and students, using public and private providers, agencies and facilities in the State.
- 2.7. The Contractor shall provide technical assistance to communities, and to organizations and institutions recruiting health care practitioners, on the techniques of recruitment and on measures critical for securing a candidate
- 2.8. The Contractor shall engage and encourage health care employers to post provider and clinician vacancies through the Recruitment Center
- 2.9. The Contractor shall assist in the development and coordination of training programs, preceptorships and rotations for dental providers and students, using public and private providers, agencies and facilities in the state.
- 2.10. The Contractor shall seek opportunities to collaborate in the development of an Advanced Education in General Dentistry (AEGD) or General Practice Residency (GPR) residency program for the state.
- 2.11. The Contractor shall develop, implement and coordinate a work plan for recruiting dental students to apply to future dental residency programs serving Medicaid eligible patients, and underserved areas of the state.
- 2.12. The Contractor shall collaborate with the DHHS dental director to assist in the recruitment of existing and new dentists capable of providing comprehensive dental care for Medicaid eligible children.
- 2.13. The Contractor shall establish and maintain a relationship with a New Hampshire licensed dentist to support the implementation of the marketing plan and the marketing of recruitment services to dental practices.
- 2.14. The Contractor shall participate in activities with colleges, universities and training programs as a means to develop a pool of candidates that can fill identified workforce needs, including, but not limited to:
 - 2.14.1. Information sessions.
 - 2.14.2. On-site exhibits.
 - 2.14.3. Development of internship sites.
 - 2.14.4. Student job searches.
 - 2.14.5. Internship placements.
- 2.15. The Contractor shall provide technical assistance to organizations and regions, inclusive of IDNs, with recruitment needs for behavioral health providers on the techniques of recruitment and retention and the measures critical for securing candidates.
- 2.16. The Contractor shall maintain a fee schedule that is approved by the Department for services offered by the Recruitment Center, including provision for reduced rate fees from entities in underserved areas.
- 2.17. The Contractor shall participate in meetings and discussions centered on community development of primary care systems as requested by the Department.

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3. Staffing

- 3.1. The Contractor shall notify the Department in writing within one (1) month of hire when a new director, program manager, or program assistant is hired to work in the program.
- 3.2. The Contractor shall provide to the Department a resume for each new director, program manager, or program assistant hired to work in the program.
- 3.3. The Contractor must notify the Department in writing of vacancies extending past (3) months in any of the following positions:
 - 3.3.1. Program Director.
 - 3.3.2. Program Manager.
 - 3.3.3. Program Assistant.
- 3.4. The Contractor shall notify the Department in writing if, at any time, a site funded under this agreement does not have adequate staffing to perform all required services for more than one (1) month.
- 3.5. The Contractor shall notify the Department in writing, prior to initiation of a subcontract for any required services.

4. Reporting

- 4.1. The Contractor shall provide a summary annual report (with format and content approved by the Department) to the Department on the activities of the Recruitment Center under Sections 2, 3, and 4 within thirty (30) business days from the end of each State Fiscal Year.
- 4.2. The Contractor shall provide quarterly reports on the status of activities of the Recruitment Center under Section 2, 3, and 4 within twenty (20) business days from the end of each State Fiscal Quarter to the Department that includes but not limited to:
 - 4.2.1. A summary of the key work performed during the prior quarter.
 - 4.2.2. Encountered and foreseeable key issue and problems
 - 4.2.3. Scheduled work for the upcoming period including progress against the work plan.
 - 4.2.4. Identify potential risk and issues and include a mitigation strategy for each plan.
- 4.3. The Contractor shall submit quarterly reports to the Department from the statewide electronic vacancy tracking system that include:
 - 4.3.1. The number of primary care professionals identified by provider type and the source of the referral.
 - 4.3.2. The number of primary care providers recruited
 - 4.3.3. A list primary care providers recruited including:
 - 4.3.3.1. Name.
 - 4.3.3.2. Practice location.



- 4.3.3.3. Provider type.
- 4.3.3.4. Date placed.
- 4.3.3.5. Source of the referral.
- 4.3.4. The name of primary care providers who decline a placement and the reason(s) provided by the primary care providers for the decline.
- 4.3.5. Number and type of technical assistance consultations provided to local community agencies, organizations, and regions.
- 4.3.6. The number of behavioral health recruited to and who obtained employment with MCH HFA agencies, by agency and provide type.
- 4.3.7. The number of contacts with behavioral health professionals by provider type and source of the referrals.
- 4.3.8. The number of behavioral health providers recruited and who obtained employment within the State by provider type and location
- 4.3.9. The number of behavioral health providers who decline a job offer and the reason(s) for declining.
- 4.3.10. The number and type of dental technical assistance consultations provided to local community agencies.
- 4.3.11. Narrative information on recruiting initiatives.
- 4.3.12. The number of dentists recruited to the state.
- 4.3.13. The number of dental professional candidates, and the source of the referral, including, but not limited to:
 - 4.3.13.1. General practice.
 - 4.3.13.2. Pediatric dentists.
 - 4.3.13.3. Sub-specialists.
 - 4.3.13.4. Orthodontists.
- 4.3.14. A list of dentists recruited including:
 - 4.3.14.1. Name
 - 4.3.14.2. Practice location.
 - 4.3.14.3. Provider type.
 - 4.3.14.4. Placement date.
 - 4.3.14.5. Source of the referral.
- 4.3.15. The name and specialty of dentists who decline a placement and the reason(s) provided by the dentist for the decline.



5. Performance Measures

- 5.1. The following data will be provided to the Department to develop benchmarks and metrics to track results to building the workforce and improving access to these services:
 - 5.1.1. The number and type of primary care, dental and behavioral health providers recruited to areas within the state as evidenced by count of providers using recruitment software.
 - 5.1.2. The number of primary care, dental and behavioral health provider vacancies reported to the Recruitment Center.
 - 5.1.3. The number and type of technical assistance consultations provided including to MCH contracted agencies.

6. Deliverables

- 6.1. The Contractor shall provide a work plan to the Department within forty five (45) business days of the Contract Effective Date that includes, but is not limited to:
 - 6.1.1. A plan to recruit and retain primary care providers.
 - 6.1.2. A description of coordination of activities among Department agencies and divisions, including, but not limited to:
 - 6.1.2.1. Division of Public Health Services.
 - 6.1.2.2. Office of Medicaid Services.
 - 6.1.2.3. Maternal and Child Health.
 - 6.1.3. A plan to recruit and retain behavioral health treatment providers that supports the needs of New Hampshire practices and employers.
 - 6.1.4. A plan to recruit students from New Hampshire to apply to University of New England College of Dental Medicine, and to recruit students from the University of New England College of Dental Medicine to New Hampshire for clinical rotations, and to assist graduates from this program in locating a practice in an underserved area of the state upon graduation.
- 6.2. The Contractor shall develop and implement a written social marketing plan within forty five (45) days of the Contract Effective Date to enhance recruitment and retention of new health care providers for New Hampshire, including, but not limited to:
 - 6.2.1. A marketing strategy.
 - 6.2.2. A recruitment strategy.
 - 6.2.3. Outreach activities.
- 6.3. The above said plans shall include milestones, activities, deliverables, due dates, name of staff assigned to each activity, and a process for escalating issues to the Department.

State of New Hampshire

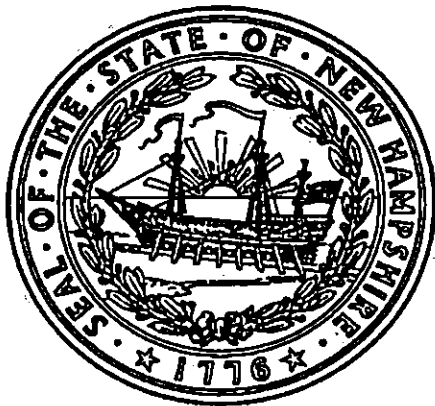
Department of State

CERTIFICATE

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

Business ID: 86710

Certificate Number: 0004534295



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of June A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Gregory White, CEO of Lamprey Health Care, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

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

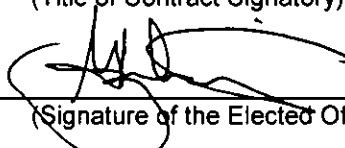
2. The following is a true copy of the resolution duly adopted via an email vote of the Board of Directors of
the Agency duly held on July 2, 2019.
(Date)

RESOLVED: That the Vice President of Policy & Strategy or her designee
(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 8th day of July, 2019.
(Date Contract Signed)

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



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of MERRIMACK

The forgoing instrument was acknowledged before me this 3rd day of July, 2019.

By Greg White
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 1/23/24

Bi-State Primary Care Association Mission and Vision

Mission

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

Vision

Healthy individuals and communities with quality health care for all.

Who We Are

Bi-State Primary Care Association was established in 1986 to serve Vermont and New Hampshire. Bi-State is a nonprofit, 501(c)(3) charitable organization that promotes access to effective and affordable primary care and preventive services for all, with special emphasis on underserved populations in New Hampshire and Vermont. Bi-State has served as a catalyst for diverse groups, with varying interests, to organize around a shared vision of access to health care for all.

Bi-State members include federally qualified health centers (FQHCs), rural health clinics (RHCs), hospital-supported primary care practices, area health education centers (AHECs), clinics for the uninsured, Planned Parenthood, and health center controlled networks.

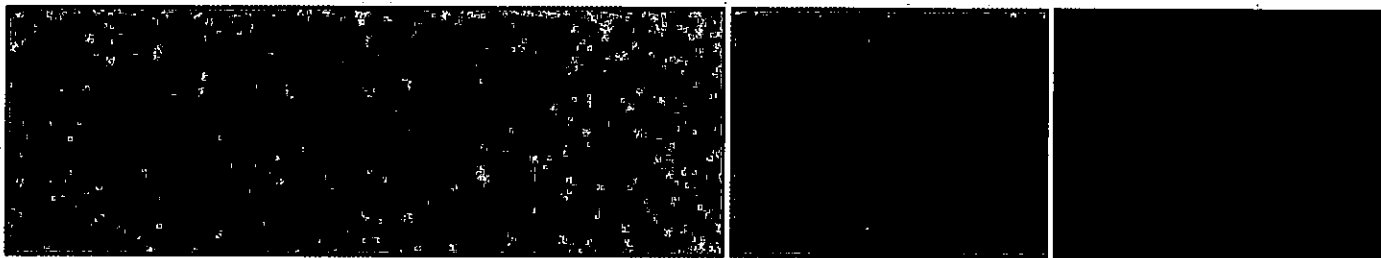
What We Do

Bi-State works with federal, state, and regional health policy organizations, foundations, and payers to develop strategies, policies, and programs that provide and support community-based primary health care services in medically underserved areas.

Bi-State's nonprofit recruitment center provides workforce assistance and candidate referrals to FQHCs, RHCs, and private and hospital-sponsored physician practices throughout Vermont and New Hampshire. The Recruitment Center focuses on recruiting and retaining primary care providers including physicians, dentists, nurse practitioners, and physician assistants.

For more information, please contact:

Georgia Maheras, Esq., Vice President, Policy and Programs
gmaheras@bistatepca.org, (802) 229-0002 ext. 218



BI-STATE PRIMARY CARE ASSOCIATION



SERVING VERMONT & NEW HAMPSHIRE

CONSOLIDATED FINANCIAL STATEMENTS

and

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

June 30, 2018 and 2017

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

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

Report on Financial Statements

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

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Bi-State Primary Care Association, Inc. and Subsidiary as of June 30, 2018 and 2017, and the results of their operations, changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Other Matters

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 20, 2018 on our consideration of Bi-State Primary Care Association, Inc. and Subsidiary's internal control over financial reporting and on our tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Bi-State Primary Care Association, Inc. and Subsidiary's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Bi-State Primary Care Association, Inc. and Subsidiary's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 20, 2018

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Consolidated Balance Sheets

June 30, 2018 and 2017

ASSETS

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

LIABILITIES AND NET ASSETS

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

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

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

| | <u>2018</u> | <u>2017</u> |
|---|---------------------|---------------------|
| Operating revenue | | |
| Grant revenue | \$ 4,057,392 | \$ 4,105,494 |
| Dues income | 334,963 | 290,154 |
| Other revenue | <u>399,597</u> | <u>261,061</u> |
| Total operating revenue | <u>4,791,952</u> | <u>4,656,709</u> |
| Expenses | | |
| Salaries and benefits | 2,632,572 | 2,730,078 |
| Other operating expenses | 1,957,406 | 1,843,471 |
| Depreciation | <u>26,715</u> | <u>26,715</u> |
| Total expenses | <u>4,616,693</u> | <u>4,600,264</u> |
| Operating income | <u>175,259</u> | <u>56,445</u> |
| Other revenue and gains (losses) | | |
| Net loss from investment in limited liability companies | (27,152) | (14,647) |
| Investment income | <u>5,610</u> | <u>5,004</u> |
| Total other revenue and gains (losses) | <u>(21,542)</u> | <u>(9,643)</u> |
| Excess of revenue over expenses | 153,717 | 46,802 |
| Change in unrealized gain on investments | <u>301</u> | <u>4,578</u> |
| Increase in unrestricted net assets | 154,018 | 51,380 |
| Unrestricted net assets, beginning of year | <u>2,084,840</u> | <u>2,033,460</u> |
| Unrestricted net assets, end of year | <u>\$ 2,238,858</u> | <u>\$ 2,084,840</u> |

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

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Consolidated Statements of Cash Flows

Years Ended June 30, 2018 and 2017

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

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

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

Organization

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

Subsidiary

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

1. Summary of Significant Accounting Policies

Principles of Consolidation

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

Use of Estimates

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

Income Taxes

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

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

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

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

Cash and Cash Equivalents

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

Grants and Other Receivables

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

Investments and Investment Income

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

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

Property and Equipment

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

Deferred Revenue

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

Excess of Revenue over Expenses

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

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

Functional Expenses

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

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

Subsequent Events

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

2. Grants and Other Receivables and Deferred Revenue

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

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

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

3. Investments

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

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

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

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

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

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

4. Investment in Limited Liability Companies

Community Health Accountable Care, LLC (CHAC)

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

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

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

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

Primary Health Care Partners, LLC (PHCP)

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

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

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

5. Property and Equipment

Property and equipment consist of the following:

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

6. Line of Credit

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

7. Concentrations of Risk

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

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

8. Retirement Plans

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

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

9. Commitments

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

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

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

10. Related Party Transactions

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

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

SUPPLEMENTARY INFORMATION

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2018

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

The accompanying notes are an integral part of this schedule.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2018

1. Basis of Presentation

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

2. Summary of Significant Accounting Policies

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



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

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

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

Internal Control over Financial Reporting

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

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 20, 2018



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

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

Report on Compliance for the Major Federal Program

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

Management's Responsibility

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

Auditor's Responsibility

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

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

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

Opinion on the Major Federal Program

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

Report on Internal Control over Compliance

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

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

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

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

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 20, 2018

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Schedule of Findings and Questioned Costs

Year Ended June 30, 2018

1. Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:

Unmodified

Internal control over financial reporting:

Material weakness(es) identified? Yes No

Significant deficiency(ies) identified that are not considered to be material weakness(es)? Yes None reported

Noncompliance material to financial statements noted? Yes No

Federal Awards

Internal control over major programs:

Material weakness(es) identified? Yes No

Significant deficiency(ies) identified that are not considered to be material weakness(es)? Yes None reported

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

Unmodified

Any audit findings disclosed that are required to be reported in accordance with Section 510(a) of Uniform Guidance? Yes No

Identification of major programs:

CFDA Number

Name of Federal Program or Cluster

93.129

Technical and Non-Financial Assistance to Health Centers

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

\$750,000

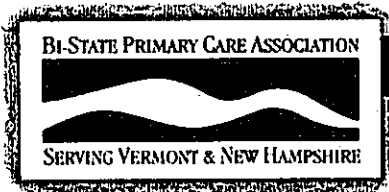
Auditee qualified as low-risk auditee? Yes No

2. Financial Statement Findings

None

3. Federal Award Findings and Questioned Costs

None



www.bistatepca.org

525 Clinton Street, Bow, NH 03304

61 Elm Street, Montpelier, VT 05602

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

Board Chair:

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

Board Vice Chair:

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

Board Immediate Past Chair:

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

Board Secretary:

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

Board Treasurer:

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

Richard Silverberg, MSSW, LICSW

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

Pamela Parsons

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

Kris McCracken

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

Gail Auclair, MSM, BSN, RN

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

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

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

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

FY19 Bi-State Board of Directors Committee Chairs:
(Note: FY20 Chairs to be assigned summer 2019)

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

Tess Stack Kuenning, CNS, MS, RN

525 Clinton Street, Bow, NH 03304

(603) 228-2830, extension 112 (w)

tkuenning@bistatepca.org

PROFESSIONAL EXPERIENCE

- President and Chief Executive Officer** 1995 – Present
Corporate Compliance Program and Privacy Officer
Bi-State Primary Care Association, Bow, New Hampshire
Dedicated to population-based health promotion and access to comprehensive primary medical, behavioral and mental health including SUD/MAT and oral health care services in medically underserved communities of New Hampshire and Vermont. Responsible for the overall strategic direction, operation, management and supervision, public policy and program development, member services, public affairs, community relations and fiscal control of the Association. Advocate for a population based approach to access to health care for all in conjunction with federal, regional, state and local policymakers. Work to assure safety net organizations and primary care providers have the financial and technical resources they require to improve access to primary care for the underserved in New Hampshire and Vermont. Operate as the principal liaison with governmental entities and direct Bi-State's leadership role in national, regional, statewide, local and community level activities. Serve as the Corporate Compliance Program and Privacy Officers for the Association, ensuring HIPAA/HITECH privacy and security standards and breach of notification compliance. Incorporator and founding member of Community Health Accountable Care, LLC, created to conduct health system transformation in the state of Vermont through innovative models of payment. Incorporator and founding member of Primary Health Care Partners, LLC, created to contract with payers of health care services in New Hampshire and engage in cooperative activities to improve quality of care and management of costs with respect to health care services.
- Chief Executive Officer** 2012 – Present
Center for Primary Health Care Solutions, LLC, Bow, New Hampshire
Bring industry expertise to state and national health care reform efforts to advance and promote strategies and solutions for community based primary and preventive care. Responsible for the overall operation, management and supervision, program development, external relations and fiscal control of the LLC.
- Public Health Advisor** 1991-1995
U.S. Department of Health and Human Services, Boston, Massachusetts
Provided public health planning and development, technical assistance, grants monitoring, program evaluation and program management for federally funded programs including State Cooperative Agreements, Regional and State Primary Care Associations, Migrant and Community Health Centers, Health Care for the Homeless and HIV early intervention programs. Contributed to the development of national and regional public health policy and technical assistance on theories, concepts, principles, practices, methods and techniques of public health administration to federally funded programs.
- Nurse Consultant** 1990-1991
Health Care Financing Administration (Currently Centers for Medicare and Medicaid Services)
U.S. Department of Health & Human Services, Boston, Massachusetts
Facilitated analysis and evaluation of state agency performance and effectiveness, including in-depth federal reviews of providers and suppliers participating in the delivery of health care under Medicare and Medicaid. Planned, coordinated and directed surveys of Medicare and Medicaid suppliers and providers to determine eligibility to participate in the Medicare or Medicaid programs through evaluation of health and safety standards. Provided administrative and technical direction to providers and suppliers participating in the Medicare and Medicaid programs and negotiated with state survey agencies regarding expected outcomes of the monitoring process.
- Research Assistant** 1989-1990
University of Wisconsin, Milwaukee, Wisconsin
Assistant Researcher in the implementation of an NIH grant in high risk populations on "How to Parent the Adolescent."
- Critical Care Staff Nurse** 1989-1990
Columbia Hospital, Milwaukee, Wisconsin
Delivered critical and immediate cardiac medical and surgical units specializing in an interdisciplinary team approach to patient care.
- Director Maternal Child Health** 1985-1989
Upachar Griha Clinic, Kathmandu, Nepal
Established a Maternal and Child Health Program in a community based primary care rural health center in Kathmandu, Nepal.

Teresa Stack Kuenning, CNS, MS, RN

7 Golden View Drive, Bow, NH 03304 • (603) 774-4474 (h) • (603) 228-2830 (w) • tkuenning@bistatepca.org

Cardiac Care Staff Nurse

1980-1989

St. Luke's Hospital, Milwaukee, Wisconsin

Delivered care on an intermediate cardiac unit specializing in an interdisciplinary team approach to patient care.

EDUCATION

University of Wisconsin – Milwaukee

1986 – 1990

School of Nursing-MS in Community Health: Clinical Nurse Specialist-Maternal and Child Health

University of Wisconsin – Oshkosh

1976 – 1980

School of Nursing-BSN

Salzburg College, Salzburg, Austria

1978

AWARDS/RECOGNITIONS (Abbreviated)

- George Washington University School of Public Health and Health Services. Department of Health Policy. Geiger Gibson Distinguished Visitor in Community Health. 2013-2014
- Bi-State Primary Care Association recognized as one of the Top Women-led Nonprofit Businesses; Business New Hampshire Magazine. 2013
- Norton Wilson State Regional Leadership Award for excellence in health care association leadership; National Association of Community Health Centers. 2009

BOARD AND COMMITTEE SERVICE (Abbreviated)

- George Washington University, School of Public Health and Health Services. Faculty for Health Policy Fellows. Geiger Gibson Community Health Center 2011-Present
- Board Director, National Association of Community Health Centers. 1996-Present
 - Rural Health Committee. 1997-Present. Chair 1998 and 2002
 - Health Policy and Legislative Committees. 1997-Present
- U.S. Department of Health and Human Services Health Resources and Services Administration's Bureau of Health Workforce. 2015-Present
- Board Director. Capital Link. 2002-Present
- Board Director. Community Health Accountable Care. LLC. 2013-Present
- Board Director. Primary HealthCare Partners. LLC. 2014-Present
- New England Council Health Committee. 2004-Present
- NH Health Policy Council, 2014-Present
- NH Know the Signs Steering Committee (aka Change Direction Initiative). 2015-2017

NURSING AND FIELD RESEARCH

University of Wisconsin – Milwaukee

1987-1990

Masters Thesis: Sociocultural Factors That Influence Community Acceptance of Maternal and Child Health Program in a Brahman and Chhetri Village in Far West Nepal

Tribhuvan University – Kathmandu, Nepal

1987-1988

Factors That Influence Decision Making Among Nepali Women for Infant Health Care

PRESENTATIONS AND PUBLIC SPEAKING (Abbreviated)

- Testified to Congress in the Senate Health, Education, Labor and Pension Committee on Primary Care Needs of the Uninsured (2013) and Marketplace Association Health Plans (2018).
- Selected by Senators Sanders and Shaheen to serve on a Federal Negotiated Rulemaking Committee (2010-2011).
- Presented over 76 expositions on various topics from 2002-2017 such as Innovations in Community Health, Health Care Reform and Community Health Policy, Patient Centered Medical Homes, Policy and Leadership, Health Center Safety Net, Affordable Care Act, Value Based Care and Health Care Reform, Payment Reform, Revenue Diversification, Medical Home Model, Strategic Business Planning, Treating the Uninsured, Grassroots Advocacy, Community Health Center Model of Care, Medicaid Expansion, Rural Integration, Health Care Law and National Public Policy among others.

LORI H. REAL, M.H.A.

EXPERIENCE

BI-STATE PRIMARY CARE ASSOCIATION, Concord, NH **2004- Present**
EVP/Chief Operating Officer

Administrator, Community Health Accountable Care LLC

Direct operations, policy and programs for 32 members to include: marketing/development, state public policy, community development, workforce recruitment and retention, finance, human resources and information technology for offices in Montpelier, Vermont and Concord, New Hampshire. Manage a budget of \$5 million and a staff of 24 employees.

NH DEPARTMENT OF HEALTH AND HUMAN SERVICES, Concord, NH **2001 – 2004**
Director, Office of Health Planning and Medicaid

Plan, direct, monitor and evaluate statewide health care programs and policies. Direct payment of health care providers for the delivery of medical care to 90,000 Medicaid-eligible pregnant women, children, disabled and elderly. Direct the financial, legal, pharmacy, medical management, planning and research functions. Testify before the legislature regarding programs, policies and budget. Manage a budget of \$270 million and a staff of 100 employees plus medical consultants.

Director, Office of Planning and Research **1997 - 2001**

Direct research, analysis, planning, policy development, community grant program, budget, legislative affairs and media relations. Facilitate health planning councils with hundreds of individuals from business, health care, the legislature, academia, and state foundations. Manage a budget of \$4 million, \$1.4 million in competitively-awarded grants and a staff of 11 plus consultants.

BLUE CROSS AND BLUE SHIELD OF NEW HAMPSHIRE, Manchester, NH **1996 - 1997**
Vice President, Corporate Planning

Director, Corporate Planning and Market Research **1986 - 1996**

Direct the development of strategic and operational plans with the Board of Directors, Senior Management Team and operating management. Monitor and report plan results. Develop strategies for product pricing, administrative cost management, and quality improvement through multi-disciplinary teams. Conduct board relations. Chair the corporate team setting priorities and allocating resources for product and systems development.

EDUCATION

M.H.A., University of New Hampshire - 1995

B.S., Business Management, Franklin Pierce College – 1987

AWARDS

National Association of Community Health Centers, Henry Fiumelli Patient Advocate Award – 2012

Coos County Family Health Services Special Recognition Award – 2005

Granite State Independent Living, Public Service Award – 2003

Bi-State Primary Care Association, Public Service Award – 2001

NH Health Care Executives, Award of Excellence - 1995

Abigail Stanton Mercer

525 Clinton Street, Bow, NH 03304
603-228-2830, x118
amercer@bistatepca.org

Education:

| | |
|---|----------------------|
| SKIDMORE COLLEGE | SARATOGA SPRINGS, NY |
| SOUTHERN NEW HAMPSHIRE UNIVERSITY | MANCHESTER, NH |
| B.S., Accounting, Magna Cum Laude, Gold Key | |
| M.B.A., Summa Cum Laude | |

Background:

- . accounting management for profit and non-profit organizations
- . financial and cost accounting; treasury functions; fund and grant accounting
- . Federal, State, and private grant application and administration
- . financial statement preparation and analysis; variance reporting
- . outside audit coordination
- . cash management
- . forecasting and strategic planning
- . budget development, analysis and monitoring
- . business and marketing plans
- . HR management and benefits administration
- . use of accounting, spreadsheet, database, scheduling and statistical analysis software
- . continuous process improvement and employee training; procedure implementation and evaluation
- . 401(k)/403(b) mutual fund management and testing; broker coordination
- . facilities and resource management; risk management
- . finance management and banking relationships, U.S. and Western Europe
- . capital equipment financing, USA and Western Europe

Experience:

| | |
|---|-----------------------|
| BI-STATE PRIMARY CARE ASSOCIATION | CONCORD, NH |
| Chief Financial Officer | March 2007 to present |
| Member organization that advocates for the medically underserved residents of New Hampshire and Vermont. Responsibilities include finance and accounting; human resources; information technology; facilities management; contracts; grant applications, administration and accounting. A-133 audit responsibility. | |

GUNSTOCK RECREATION AREA
Director of Finance
GILFORD, NH
August 2001 to June 2007
Four-season resort. \$8 million annual sales. Responsible for finance and accounting functions and information technology. GASB 34 responsibility. Winter season employees number 500+.

MEDSOURCE TECHNOLOGIES
Controller
LACONIA, NH
November 1999 to August 2001
Medical equipment manufacturer. 97 employees and \$15 million annual sales at local business unit; \$160 million in sales company-wide. Responsible for HR and IT.

NH ELECTRIC COOPERATIVE, INC.
Accounting Manager
PLYMOUTH, NH
August 1998 to November 1999
Not for profit electric utility. 70,000 members and annual sales of \$130 million.

SPINNAKER CONTRACT MFG. INC.
NICKERSON BUSINESS PARK
Treasurer, CFO, HR Manager
Contract manufacturer and industrial park developer
TILTON, NH
TILTON, NH
October 1996 to August 1998

VILLAGE OF LOON MOUNTAIN
Comptroller
LINCOLN, NH
October 1995 to October 1996
Four-season resort and homeowners' association

AUSTIN-GORDON DESIGN, INC.
Vice President, Finance
Manufacturers of packaging machinery. International Sales.
NASHUA, NH
February 1977 to October 1995

SOUTHERN NEW HAMPSHIRE UNIVERSITY
Adjunct Faculty
Part time instructor of Federal Laws governing human resources management.
LACONIA, NH
1994-1996

Other interests:

Bear Island Conservation Association
Incorporator, Belknap County Economic Development Council
Past director, New Hampshire Classic and Antique Boat Museum
Treasurer, Granite Group Investments
Director, Doe Point Corporation

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

SUMMARY OF QUALIFICATIONS

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

RELEVANT EMPLOYMENT

Bi-State Primary Care Association
Bow, New Hampshire/Montpelier, Vermont

1994 to Present

Director, Recruitment Center

2003 to Present

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

Program Manger

1998 to 2003

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

Program Coordinator

1994 to 1998

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

Oxford Health Plan, Nashua, NH
Customer Service Associate

March to October 1994

Provided customer service for health plan members regarding plan benefits, eligibility and medical claims. Processed medical claims at 97% rate of accuracy.

EDUCATION

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

Claire Hodgman

525 Clinton Street
Bow, NH 03304

chodgman@bistatepca.org

Work: 603-228-2830 x115

Skills Summary

- Computer skills (Word, Excel, PowerPoint, Outlook, Publisher, Contact Intelligence, ACT, and Internet)
- Grant writing
- Self-starter with great follow through
- Talented and strong data researcher and analyzer with proven deliverable execution
- Training staff on various computer applications and business operations
- Work well individually and as a team members

Work Experience

Bi-State Primary Care Association, NHVT Recruitment Center, *Bow, NH*

Data and Marketing Coordinator

July 2001 to Present

- Analyzed data and created infographics to identify and report trends related to client and provider needs.
- Communicated with client practices and healthcare providers to provide technical assistance and information on company/services.
- Conducted research and made recommendations for the utilization of social media for recruitment needs.
- Maintained and reported accurate information on client practices and healthcare providers for grant funders, board, and executive directors.
- Maintained annual marketing plan resulting in the following outcomes in the most recent fiscal year:
 - Reached over 1,000,000 healthcare providers which was a 57% increase over the previous year.
 - Coordinated marketing activities including layout and design which resulted in over 500 providers interested in job opportunities of which more than half were referred to clients.
- Performed financial analysis to create and maintain a \$400,000 budget for the program.
- Researched and reported healthcare data for grant applications.
- Supported the work related to program grants including reporting and tracking of funds.

Bi-State Primary Care Association, NHVT Recruitment Center, *Bow, NH*

Administrative Assistant

January 1995 to July 2001

- Maintained accurate information on clients and healthcare providers to ensure placements.
- Maintained program databases and files.
- Planned and scheduled workshops and conferences.
- Prepared and designed company newsletter.
- Responded to all requests for information from clients and healthcare providers.
- Responsible for daily administrative/operational activities to support recruitment and retention of healthcare providers.
- Tracked and processed client dues and related data.

Recent Relevant Seminars

- Grant Writing Institute 2018
- Healthcare Immigration Seminar
- How to use Data to Tell Your Story Seminar
- Human Resource and Compliance Seminars
- Oral Health & Primary Care Integration Seminars
- Recruitment and Retention Seminars
- Social Media Seminars

Education

- Three years of Nursing education, Colby Sawyer College and NH Technical Institute
- Associate of Science in Business Administration, Minor in Management/Marketing, NH Technical Institute; Graduated with honors. Dean's list: 1992, 1993, 1994, 1995
- Bachelor of Science in Business Management, Franklin Pierce University
May 2017; Summa Cum Laude honors with 3.95 GPA

References available upon request

MANDI GINGRAS
Bi-State Primary Care Association
525 Clinton Street, Bow NH 03304

PROFESSIONAL EXPERIENCE

Recruitment & Retention Coordinator

Bi-State Primary Care Association, Bow, NH

February 2014 to Present

Responsible for conducting all recruitment, placement and retention activities to support and enhance the delivery of primary health care in New Hampshire and Vermont with particular emphasis on the needs of medically underserved areas and populations. Providing all candidate referrals and technical assistance for organizations to increase their capacity/knowledge/ability to effectively recruit and retain health professionals. Participating in the development and implementation of statewide strategies to strengthen efforts to recruit and retain health professionals.

Independent Contractor (OH Recruiter, Workforce Consultant)

Bi-State Primary Care Association, Bow, NH

January 2007 to January 2014

Workforce Consultant (July 2011- January 2014): The contract as the Oral Health Workforce Consultant involved pipeline development and dentist recruitment. Responsibilities included:

- Developing and maintaining relationships with regional dental schools and pre-dental programs with NH colleges.
- Organizing and conducting presentations to dental students and pre-dental students to promote the field of dentistry and support future recruitment to NH.
- Researching and tracking dentist vacancies in NH and recruiting new clients to utilize recruitment services.
- Providing technical and admin support in the development of a future dental school scholarship program.
- Recruiting NH dentists to the Ambassador Program.

Oral Health Recruiter (January 2007- June 2011): The 4.5 year contract involved setting up a new division of the Recruitment Center in the oral health professional field. Responsibilities as the Oral Health Recruiter included:

- Administrative and marketing implementation to support the development of the oral health program.
 - Conducting research to identify job opportunities for dentists in NH.
 - Providing technical recruitment assistance to clients with dentist vacancies and performing job site visits.
 - Participating in oral health meetings, trade show exhibits and coordinating presentations at dental schools.
 - Recruiting NH dentists to the Ambassador Program and sending communications and quarterly progress summaries to the dentist ambassadors.
 - Facilitating communications, job shadowing and site visits between dental students and dentist ambassadors.
 - Interviewing, screening and matching potential candidates with job opportunities and providing resume development assistance as needed.
 - Providing narrative quarterly reports as required under grant contract.
 - Additional administrative responsibilities included: maintaining recruitment database; setting up and maintaining client and candidate files; designing/preparing and coordinating marketing pieces, direct mail campaigns, advertisements and all outgoing communications; preparing forms and presentation materials; scheduling and coordinating meetings, presentations, exhibits and site visits; researching social networking sites to develop a social marketing plan to enhance recruitment.
-

Independent Consultant and Team Leader

The Body Shop

April 2003 to November 2005

Direct Sales Division of multi-channel company offering bath and body products. Leadership role consisted of recruiting and training new consultants and managing team development, while holding both personal and central team sales goals. Coordinated and presented training seminars at monthly team meetings, district team meetings, and district manager meetings on topics such as recruitment, leadership, product knowledge, and direct sales techniques.

Independent Design Consultant and Instructor

Custom Corner

October 2001 to July 2003

Direct Sales company offering fabric, accessories, and custom fabric items. Conducted in-home decorating workshops and seminars. Received training on interior decorating, direct sales techniques, recruitment and leadership skills. In 2002 and 2003, personally conducted corporate training sessions at monthly district meetings and annual national conferences on such topics as recruitment, time management, workshop and sales techniques.

ADDITIONAL SKILLS

Direct experience with website development and management as well as graphic design of marketing materials. Proficient in computer applications and multiple interior design, graphic design and photo enhancing software systems. Experience with social media communications and applications.

EDUCATION

Bradley University, Peoria, IL

1989 - 1990

English major with a minor in Business Management

Blackburn College, Carlinville, IL

1988 - 1989

Psychology major with a minor in Written Communication & English

Continuing Education

2002 - 2013

National conference, tele-conference, webinars and classroom instruction on business development, sales, recruitment, management and leadership skills.

Certified in Real Estate Staging and ReDesign.

Summary

Strong leader with excellent project management, communication, and strategic planning skills.

Education

Certificate in Nonprofit Management May 2004. Institute for Nonprofit Management. Antioch Graduate School.

Master of Business Administration May 2001. Plymouth State College, Plymouth, NH.

Graduate Certificate in Marketing June, 1997. Southern NH University Graduate School of Business, Manchester, NH.

Bachelor of Science in Business Administration. May 1991. Southern NH University.

General Qualifications

- Experienced at overseeing business operations including: financials, budgeting, business development, human resources management, marketing, public relations and fundraising.
- Highly competent at event and project management including: timeline development, prioritization, vendor negotiations, tasks delegation, budget management and reporting.
- Excel at developing and implementing business, marketing and strategic plans.
- Substantial experience in developing and overseeing communication initiatives and developing strategic partnerships.

Employment History

Bi-State Primary Care Association, Bow, New Hampshire **2016 to present**
Non-profit that promotes access to effective and affordable primary care and preventative services care to all, with special emphasis on underserved populations in NH and VT.

Project Coordinator, Workforce Development & Recruitment
As a member of the Bi-State Recruitment Center Team, serve as primary recruiting contact for clinicians who specialize in the fields of behavioral health and substance use disorders. Responsibilities include statewide vacancy monitoring, candidate outreach, screening, and referral to practices for hiring decisions. Promote NH opportunities on a local, regional and national basis. Resource for information about loan repayment programs as well as the Conrad 30 J-1 Visa Waiver process.

DreamCatchers New Hampshire **2011 to 2016**
Non-profit that provides social and personal growth opportunities for teens and adolescents with disabilities.

Executive Director
Established this nonprofit in December of 2011 and served as board president until taking the role of Executive Director in July 2013. Provided strategic direction and managed all aspects of the organization including: board and committee development, chapter site expansion, program/curriculum development, finance/accounting, fundraising, marketing and public relations. Currently serve as advisory member of the board of directors.

Alpha Loft, Manchester, Durham & Portsmouth, NH **2008 to 2014**
 Non-profit organization that supports and provides infrastructure, resources and networking opportunities to more than fifty start-ups and early-stage companies. (Originally called Amoskeag Business Incubator; changed to abi Innovation Hub in 2010; abiHUB in 2014 and Alpha Loft in May 2014)

Chief Operations Officer – Programs & Services

Managed general operations in the Manchester location. Provided direction and resources to startup companies improving prospects for their success. Managed programs such as workshops & seminars, networking opportunities, internship recruitment and the soft landings international program. Managed fundraising events and contributed in building corporate support and sponsorship development. Responsibilities also included writing, monitoring and reporting on grants, as well as budgeting and reporting of company financials to board of directors.

University of New Hampshire, Manchester, NH **2010 to 2013**

Adjunct Faculty Instructor

Taught Communication and Entrepreneurship courses to undergraduate students.

Families in Transition (FIT), Manchester, NH **2002 to 2008**

Non-profit agency that serves homeless individuals & families.

Director of Marketing, Development, and Economic Development

Provided overall strategic direction and management of FIT's marketing, public relations and fundraising initiatives. Managed operations of Family Outfitters Thrift Store, the agencies social entrepreneurship venture, which included supervising a staff of eight. Increased thrift store revenue to more than \$360,000 and decreased expenses, resulting in the first profit. Raised \$93,000 net on first annual signature fundraising event – Cinco de Mayo. Initiated the first annual fundraising campaign, which continues to grow today. Built the agencies first website and developed and implemented branding strategies.

The Mental Health Center of Greater Manchester, Manchester, NH **1992 to 2002**

Non-profit agency with that serves the mentally ill population.

Director of Marketing & Development (2/01 – 8/02)

As the agencies' first Development Director, developed and launched a comprehensive fundraising program. Created and implemented the agencies marketing and public relations plans, including initiation of the agencies' web site.

Marketing & Contracting Manager (7/97 – 2/01)

Researched potential managed care companies, negotiated service rates and administered contracts. Developed and implemented the agencies marketing and public relations plan.

Marketing Assistant (1/95 – 7/97)

Produced marketing materials and provided support to the Director of Marketing & Communications.

Human Resources Assistant (6/92 – 1/95)

Responsible for the credentialing of all clinical staff and for assisting the Director of Human Resources with various administrative duties.

Other Notables

- Serve on several statewide workforce taskforces that support workforce development in New Hampshire.
- 2016 Graduate of the NH Leadership Series, UNH Institute on Disability.
- Governor appointed member of the New Hampshire Council on Developmental Disabilities (2015/2 year term).
- Winner of the 2009 "Gail Thomas Here for Youth Award" for outstanding efforts on behalf of children and their families.
- Member of U.S. Senator Jeanne Shaheen's Small Business Advisory Council and of the Business Advisory Board Member of UNH Manchester (2011-2014).
- Judge for NH Business Review's Business Annual "Excellence Awards" (2011 & 2013)

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Bi-State Primary Care Association

Name of Program/Service: Primary Care Recruitment Center

| BUDGET PERIOD: | FY 20 | | |
|---|---|---------------------------------------|--------------------------------------|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Tess Kuenning, President & CEO | \$244,752 | 0.00% | \$0.00 |
| Lori Real, Executive Vice President, Finance & Business Development | \$160,240 | 0.00% | \$0.00 |
| Abigail Mercer, Chief Financial Officer | \$152,503 | 0.00% | \$0.00 |
| Stephanie Pagliuca, Director, Recruitment Center | \$94,099 | 8.08% | \$7,600.00 |
| Claire Hodgman, Data & Marketing Coordinator | \$55,188 | 58.25% | \$32,149.00 |
| Mandi Gingras, Recruitment & Retention Coordinator | \$53,070 | 79.94% | \$42,424.00 |
| Michele Petersen, Project Coordinator, Workforce Development & Recruitment | \$60,104 | 30.60% | \$18,393.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$100,566.00 |

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

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Bi-State Primary Care Association

Name of Program/Service: DPHS MCH Behavioral Health Provider Recruitment

| BUDGET PERIOD: | FY 20 | | |
|---|---|---------------------------------------|--------------------------------------|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Tess Kuenning, President & CEO | \$244,752 | 0.00% | \$0.00 |
| Lori Real, Executive Vice President, Finance & Business Development | \$160,240 | 0.00% | \$0.00 |
| Abigail Mercer, Chief Financial Officer | \$152,503 | 0.00% | \$0.00 |
| Stephanie Pagliuca, Director, Recruitment Center | \$94,099 | 1.06% | \$1,000.00 |
| Michele Petersen, Project Coordinator, Workforce Development & Recruitment | \$60,104 | 19.40% | \$11,659.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$12,659.00 |

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

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Bi-State Primary Care Association

Name of Program/Service: Dentist Recruitment Contract

| BUDGET PERIOD: | FY 20 | | |
|---|---|---------------------------------------|--------------------------------------|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Tess Kuenning, President & CEO | \$244,752 | 0.00% | \$0.00 |
| Lori Real, Executive Vice President, Finance & Business Development | \$160,240 | 0.00% | \$0.00 |
| Abigail Mercer, Chief Financial Officer | \$152,503 | 0.00% | \$0.00 |
| Stephanie Pagliuca, Director, Recruitment Center | \$94,099 | 30.68% | \$28,874.00 |
| Claire Hodgman, Data & Marketing Coordinator | \$55,188 | 36.20% | \$19,980.00 |
| Mandi Gingras, Recruitment & Retention Coordinator | \$53,070 | 20.95% | \$11,118.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | \$59,972.00 |

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

11 



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

Jeffrey A. Meyers
 Commissioner

Lisa M. Morris
 Director

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

June 28, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services (the Department), Division of Public Health Services (DPHS) to enter into a **retroactive and sole source** agreement with Bi-State Primary Care Association, Inc. (Vendor #166695-B001), 525 Clinton Street, Bow, NH 03304, to provide recruitment services for primary care healthcare, dental, and behavioral health professionals to medically underserved areas of New Hampshire, in an amount not to exceed \$654,000, effective **retroactive** to July 1, 2018 upon Governor and Council approval, through June 30, 2020. 47.40% Federal Funds and 52.60% General Funds.

Funds are available in the following accounts for State Fiscal Year 2019, and are anticipated to be available in State Fiscal Year 2020 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and encumbrances without further approval from Governor and Executive Council, if needed and justified.

05-95-90-901010-79650000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, RURAL HEALTH & PRIMARY CARE

| State Fiscal Year | Class/ Account | Class Title | Job Number | Total Amount |
|-------------------|----------------|------------------------------------|-----------------|------------------|
| 2019 | 103-502664 | Contracts for Operational Services | 90075001 | \$90,000 |
| 2019 | 102-500731 | Contracts for Program Services | 90072009 | \$72,000 |
| 2020 | 103-502664 | Contracts for Operational Services | 90075001 | \$90,000 |
| 2020 | 102-500731 | Contracts for Program Services | 90072009 | \$72,000 |
| | | | Subtotal | \$324,000 |

05-95-90-901010-51900000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, MATERNAL - MCH TITLE V BLOCK GRANT

| State Fiscal Year | Class/ Account | Class Title | Job Number | Total Amount |
|-------------------|----------------|--------------------------------|-----------------|-----------------|
| 2019 | 102-500731 | Contracts for Program Services | 90004009 | \$25,000 |
| 2020 | 102-500731 | Contracts for Program Services | 90004009 | \$25,000 |
| | | | Subtotal | \$50,000 |

05-95-95-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, SUBSTANCE ABUSE & MENTAL HEALTH SVS ADMINISTRATION, CENTER FOR SUBSTANCE ABUSE TREATMENT, SUBSTANCE ABUSE PREVENTION & TREATMENT BLOCK GRANT

| State Fiscal Year | Class/ Account | Class Title | Job Number | Total Amount |
|-------------------|----------------|--------------------------------|-----------------|------------------|
| 2019 | 102-500731 | Contracts for Program Services | 92056501 | \$100,000 |
| | | | Subtotal | \$100,000 |

05-95-47-470010-79370000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: OFFICE OF MEDICAID & BUS POLICY

| State Fiscal Year | Class/ Account | Class Title | Job Number | Total Amount |
|-------------------|----------------|--------------------------------|--------------------|------------------|
| 2019 | 102-500731 | Contracts for Program Services | 47000144 | \$90,000 |
| 2020 | 102-500731 | Contracts for Program Services | 47000144 | \$90,000 |
| | | | Subtotal | \$180,000 |
| | | | Grand Total | \$654,000 |

EXPLANATION

This request is **retroactive** because more time was needed to negotiate and finalize the scope of work. The Contractor has continued to work on these recruitment services since the contract ended June 30, 2018.

This request is **sole source** because the Department has partnered on competitively procured contracts with Bi-State Primary Care Association since 2004. They have been the only respondent each time we have procured the required scope of services. Over the past ten (10) years they have performed and continue to perform very well by supporting access to health care services for vulnerable populations. Past experience indicates that a competitive bid may not result in any new bidders coming forward, and may not improve the Department's ability to maintain continuity of services for underserved populations.

Approval of this Agreement will allow the Contractor to continue recruitment of primary care and behavioral healthcare providers for New Hampshire, with particular reference to federally designated underserved areas of the state. Primary care providers are defined as physicians practicing in the specialties of internal medicine, pediatrics, family practice, general practice, obstetrics/gynecology, geriatrics, psychiatry, and dentistry. Recruitment of medical professionals under this program also includes physician assistants, nurse practitioners, and certified nurse-midwives. Recruitment of behavioral healthcare providers includes clinical or counseling psychologists, clinical social workers, licensed professional counselors, and marriage and family therapists with training in substance use disorders or co-occurring mental health disorders.

The Contractor will carry out activities to attract primary care providers, oral health professionals, and behavioral healthcare professionals to New Hampshire using federal resources, including but not limited to national publications, targeted mailings, direct recruitment with medical schools and residency programs and other primary care provider educational institutions and professional organizations, and direct contact with practicing providers or students who may be interested in establishing a medical practice in New Hampshire. The Contractor will maintain the statewide electronic vacancy tracking system for public and private health care agencies and organizations. The Contractor will also provide technical assistance to communities to retain such providers in underserved areas, and to organizations and institutions with recruitment of primary care providers, by providing expertise with techniques of recruitment and measures critical for securing and retaining professional staff. In response to the community need for dentists who will treat the increasing number of uninsured and Medicaid patients, the Contractor will increase the emphasis on recruitment of dentists. Agencies may request individualized recruitment, screening and placement services from Bi-State Primary Care Association at their own expense. Fees paid by agencies to Bi-State for these services must be approved by the Department.

The Contractor has provided centralized and cost-effective recruiting of healthcare professionals to over one hundred (100) medical practices statewide, including publicly funded health centers and community hospitals. Since beginning its operation in 1994, the Bi-State Primary Care Association has successfully placed more than two hundred (200) primary care providers, and has maintained a 99% retention rate. The Contractor's success exceeds the achievement of many regional and national placement services that have neither the familiarity with the state and its health care needs nor the time to devote to one-on-one assistance for community agencies, organizations, and providers. Other provider retention activities include retaining a pool of "per diem" physicians who will provide short-term relief for isolated physicians or for organizations temporarily without a provider.

Should Governor and Executive Council not authorize this request, New Hampshire would become less competitive with neighboring New England states in the recruitment of qualified primary care providers, dentists, and behavioral healthcare providers to provide medical and behavioral health care to our uninsured and underinsured residents. Access to quality primary care, dental, and behavioral health services play crucial roles in meeting patients' needs for preventive health services and acute and chronic illness care, and provide expert coordination and navigation through an increasingly complex health care system.

This Department has the option to renew this Agreement for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Council.

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

- Increase in the supply of primary care, dental, and behavioral healthcare providers, and improvement to recruitment in areas of need, as evidenced by a count of providers using recruitment software.
- Development of a social marketing plan based upon best practices for recruitment for primary care and dental professionals, as outlined in the Scope of Services.

- Implement the social marketing plan within 45 days of approval of the contract by the Governor and Executive Council.
- Implementation and coordination of a work plan for recruiting students from New Hampshire to apply to University of New England College of Dental Medicine, and to recruit students from the University of New England College of Dental Medicine to New Hampshire for clinical rotations, and to assist graduates from this program in locating a practice in an underserved area of the state upon graduation.
- Maintenance of the statewide electronic vacancy tracking system.

Area served: Statewide.

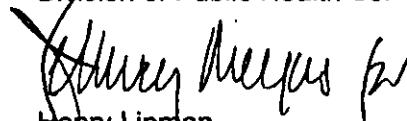
Source of Funds: 47.40% Federal Funds from the Federal Medical Assistance Program, the MCH Title V Block Grant and the Center for Substance Abuse Treatment, Substance Abuse Prevention & Treatment Block Grant, and 52.60% General Funds.

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

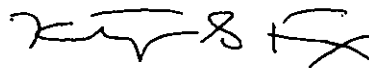
Respectfully Submitted,



Lisa Morris
Director
Division of Public Health Services



Henry Lipman
Director
Office of Medicaid Services



Katja S. Fox
Director
Division for Behavioral Health

Approved by:



Jeffrey Meyers
Commissioner

Subject: Recruitment Services (SS-2019-DPHS-03-RECRU)

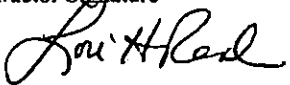
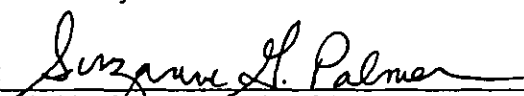

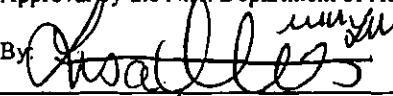
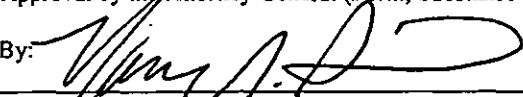
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--|--|-----------------------------------|
| 1.1 State Agency Name NH Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Bi-State Primary Care Association, Inc. | | 1.4 Contractor Address 525 Clinton Street Bow NH 03304 | |
| 1.5 Contractor Phone Number 603-228-2830 | 1.6 Account Number 7965-103-502664 102-500731; 5190-102-500731; 3384-102-500731; 7937-102-500731 | 1.7 Completion Date June 30, 2020 | 1.8 Price Limitation \$654,000 |
| 1.9 Contracting Officer for State Agency E. Maria Reinemann, Esq. Director of Contracts and Procurement | | 1.10 State Agency Telephone Number 603-271-9330 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Lori H. Real, EUP/COO | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>6/21/18</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Suzanne G. Palmer Notary | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory LISA MORRIS, DIRECTOR, DPHS | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/29/2018</u> | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: On: | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials LMZ
Date 6/27/18



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. For the purposes of this contract, the Contractor shall be identified as a contractor, in accordance with 2 CFR 200.0. et seq.
- 1.4. The Contractor shall ensure the delivery of services by collaborating with professional care provider organizations and the Department of Health and Human Services (the Department), including, but not limited to:
 - 1.4.1. The New Hampshire (NH) Dental Society.
 - 1.4.2. The NH Medical Society.
 - 1.4.3. The NH Hospital Association
 - 1.4.4. Area health centers.
 - 1.4.5. The Division of Public Health Services (DPHS) Oral Health Program.
 - 1.4.6. The Office of Medicaid Services (OMS).
 - 1.4.7. The Bureau of Maternal and Child Health (MCH).
 - 1.4.8. The Bureau of Drug and Alcohol Services (BDAS).
- 1.5. Business days means Monday through Friday.
- 1.6. State Fiscal Year means a period beginning July 1 and ending June 30.
- 1.7. State Fiscal Quarter or Quarterly means the periods of July through September, October through December, January through March, and April through June.

2. Scope of Work

- 2.1. The Contractor shall maintain the statewide electronic vacancy tracking system.
- 2.2. The Contractor shall administer the New Hampshire Recruitment Center to support the successful recruitment and retention of health care providers including, but not limited to:
 - 2.2.1. Physicians who practice in the following areas, including, but not limited to:
 - 2.2.1.1. Internal medicine.
 - 2.2.1.2. Family and general medicine.
 - 2.2.1.3. Pediatrics.



-
- 2.2.1.4. Obstetrics.
 - 2.2.1.5. Gynecology.
 - 2.2.1.6. Geriatrics.
 - 2.2.2. Dental care providers including, but not limited to:
 - 2.2.2.1. Dentists.
 - 2.2.2.2. Orthodontists.
 - 2.2.3. Physician Assistants.
 - 2.2.4. Certified nurse midwives.
 - 2.2.5. Nurse practitioners.
 - 2.2.6. Behavioral health (includes substance use disorder (SUD), mental health (MH), and co-occurring disorders COD) care providers with training in substance use disorders or co-occurring mental health disorders including, but not limited to:
 - 2.2.6.1. Licensed alcohol and drug counselors (LADCs).
 - 2.2.6.2. Master licensed alcohol and drug counselors (MLADCs).
 - 2.2.6.3. Masters prepared social workers.
 - 2.2.6.4. Licensed Mental Health Counselors.
 - 2.2.6.5. Licensed Family Therapists.
 - 2.2.6.6. Advanced practice registered nurses.
 - 2.2.6.7. Psychiatrists.
 - 2.2.6.8. Clinical or counseling psychologists.
 - 2.3. The Contractor shall place a specific emphasis on those areas of the state that are federally designated underserved areas, including, but not limited to:
 - 2.3.1. Health Professional Shortage Areas (HPSA).
 - 2.3.2. Mental Health Professional Shortage Areas (MHPSA).
 - 2.3.3. Medically Underserved Areas (MUA).
 - 2.3.4. Medically Underserved Populations (MUP).
 - 2.4. The Contractor shall conduct activities to attract healthcare providers to practice in New Hampshire and shall use available resources, including, but not limited to:
 - 2.4.1. Federal grants and support services.
 - 2.4.2. National publications.
 - 2.4.3. Targeted mailings.
 - 2.4.4. Advertisements in publications and journals.
 - 2.4.5. Direct recruitment through medical and dental schools, residency programs and other educational institutions.



Exhibit A

-
- 2.4.6. Direct contact with practicing providers or students
 - 2.4.7. On-line job posting platforms.
 - 2.4.8. The Health Professions Workforce Data Center
 - 2.5. The Contractor shall inform agencies that contract with BDAS and other behavioral health (SUD/MH/COD) treatment providers of the availability and scope of Recruitment Center services.
 - 2.6. The Contractor shall assist in the development and coordination of training programs, preceptorships, and rotations for primary care providers and students, using public and private providers, agencies and facilities in the State.
 - 2.7. The Contractor shall provide technical assistance to communities, and to organizations and institutions recruiting health care practitioners, on the techniques of recruitment and on measures critical for securing a candidate
 - 2.8. The Contractor shall engage and encourage health care employers to post provider and clinician vacancies through the Recruitment Center
 - 2.9. The Contractor shall assist in the development and coordination of training programs, preceptorships and rotations for dental providers and students, using public and private providers, agencies and facilities in the state.
 - 2.10. The Contractor shall seek opportunities to collaborate in the development of an Advanced Education in General Dentistry (AEGD) or General Practice Residency (GPR) residency program for the state.
 - 2.11. The Contractor shall develop, implement and coordinate a work plan for recruiting dental students to apply to future dental residency programs serving Medicaid eligible patients, and underserved areas of the state.
 - 2.12. The Contractor shall collaborate with the DHHS dental director to assist in the recruitment of existing and new dentists capable of providing comprehensive dental care for Medicaid eligible children.
 - 2.13. The Contractor shall establish and maintain a relationship with a New Hampshire licensed dentist to support the implementation of the marketing plan and the marketing of recruitment services to dental practices.
 - 2.14. The Contractor shall participate in activities with colleges, universities and training programs as a means to develop a pool of candidates that can fill identified workforce needs, including, but not limited to:
 - 2.14.1. Information sessions.
 - 2.14.2. On-site exhibits.
 - 2.14.3. Development of internship sites.
 - 2.14.4. Student job searches.
 - 2.14.5. Internship placements.
 - 2.15. The Contractor shall provide technical assistance to organizations and regions, inclusive of IDNs, with recruitment needs for behavioral health (SUD/MH/COD) providers on the techniques of recruitment and retention and the measures critical for securing candidates.

LHR
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- 2.16. The Contractor shall maintain a fee schedule that is approved by the Department for services offered by the Recruitment Center, including provision for reduced rate fees from entities in underserved areas.
- 2.17. The Contractor shall participate in meetings and discussions centered on community development of primary care systems as requested by the Department.

3. Staffing

- 3.1. The Contractor shall notify the Department in writing within one (1) month of hire when a new director, program manager, or program assistant is hired to work in the program.
- 3.2. The Contractor shall provide to the Department a resume for each new director, program manager, or program assistant hired to work in the program.
- 3.3. The Contractor must notify the Department in writing of vacancies extending past (3) months in any of the following positions:
 - 3.3.1. Program Director.
 - 3.3.2. Program Manager.
 - 3.3.3. Program Assistant.
- 3.4. The Contractor shall notify the Department in writing if, at any time, a site funded under this agreement does not have adequate staffing to perform all required services for more than one (1) month.
- 3.5. The Contractor shall notify the Department in writing, prior to initiation of a subcontract for any required services.

4. Reporting

- 4.1. The Contractor shall provide a summary annual report (with format and content approved by the Department) to the Department on the activities of the Recruitment Center under Sections 2, 3, and 4 within thirty (30) business days from the end of each State Fiscal Year.
- 4.2. The Contractor shall provide quarterly reports on the status of activities of the Recruitment Center under Section 2, 3, and 4 within twenty (20) business days from the end of each State Fiscal Quarter to the Department that includes but not limited to:
 - 4.2.1. A summary of the key work performed during the prior quarter.
 - 4.2.2. Encountered and foreseeable key issue and problems
 - 4.2.3. Scheduled work for the upcoming period including progress against the work plan.
 - 4.2.4. Identify potential risk and issues and include a mitigation strategy for each plan.
- 4.3. The Contractor shall submit quarterly reports to the Department from the statewide electronic vacancy tracking system that include:
 - 4.3.1. The number of primary care professionals identified by provider type and the source of the referral.
 - 4.3.2. The number of primary care providers recruited

JHR
6/21/18



Exhibit A

-
- 4.3.3. A list primary care providers recruited including:
 - 4.3.3.1. Name.
 - 4.3.3.2. Practice location.
 - 4.3.3.3. Provider type.
 - 4.3.3.4. Date placed.
 - 4.3.3.5. Source of the referral.
 - 4.3.4. The name of primary care providers who decline a placement and the reason(s) provided by the primary care providers for the decline.
 - 4.3.5. Number and type of technical assistance consultations provided to local community agencies, organizations, and regions.
 - 4.3.6. The number of behavioral health (SUD/MH/COD) recruited to and who obtained employment with MCH HFA agencies, by agency and provide type.
 - 4.3.7. The number of contacts with behavioral health (SUD/MH/COD) professionals by provider type and source of the referrals.
 - 4.3.8. The number of behavioral health (SUD/MH/COD) providers recruited and who obtained employment within the State by provider type and location
 - 4.3.9. The number of behavioral health (SUD/MH/COD) providers recruited and who obtained employment with BDAS contracted agencies
 - 4.3.10. The number of behavioral health (SUD/MH/COD) providers who decline a job offer and the reason(s) for declining.
 - 4.3.11. The number and type of technical assistance consultations provided to treatment agencies contracted to BDAS.
 - 4.3.12. A narrative of policy, practice and procedure changes made by treatment providers who are contracted to BDAS as a result of technical assistance provided.
 - 4.3.13. The number and type of dental technical assistance consultations provided to local community agencies.
 - 4.3.14. Narrative information on recruiting initiatives.
 - 4.3.15. The number of dentists recruited to the state.
 - 4.3.16. The number of dental professional candidates, and the source of the referral, including, but not limited to:
 - 4.3.16.1. General practice.
 - 4.3.16.2. Pediatric dentists.
 - 4.3.16.3. Sub-specialists.
 - 4.3.16.4. Orthodontists.
 - 4.3.17. A list of dentists recruited including:
 - 4.3.17.1. Name

ALH
Date 6/21/18



Exhibit A

- 4.3.17.2. Practice location.
- 4.3.17.3. Provider type.
- 4.3.17.4. Placement date.
- 4.3.17.5. Source of the referral.

4.3.18. The name and specialty of dentists who decline a placement and the reason(s) provided by the dentist for the decline.

5. Performance Measures

5.1. The following data will be provided to the Department to develop benchmarks and metrics to track results to building the workforce and improving access to these services:

- 5.1.1. The number and type of primary care, dental and behavioral health (including SUD/MH/COD) providers recruited to areas within the state as evidenced by count of providers using recruitment software.
- 5.1.2. The number of primary care, dental and behavioral health (including SUD/MH/COD) provider vacancies reported to the Recruitment Center.
- 5.1.3. The number and type of technical assistance consultations provided including to BDAS and MCH contracted agencies.

6. Deliverables

6.1. The Contractor shall provide a work plan to the Department within forty five (45) business days of the Contract Effective Date that includes, but is not limited to:

- 6.1.1. A plan to recruit and retain primary care providers.
- 6.1.2. A description of coordination of activities among Department agencies and divisions, including, but not limited to:
 - 6.1.2.1. Division of Public Health Services.
 - 6.1.2.2. Office of Medicaid Services.
 - 6.1.2.3. Maternal and Child Health.
 - 6.1.2.4. Bureau of Drug and Alcohol Services.
- 6.1.3. A plan to recruit and retain behavioral health (SUD/MH/COD) treatment providers that supports the needs of New Hampshire practices and employers.
- 6.1.4. A plan to recruit students from New Hampshire to apply to University of New England College of Dental Medicine, and to recruit students from the University of New England College of Dental Medicine to New Hampshire for clinical rotations, and to assist graduates from this program in locating a practice in an underserved area of the state upon graduation.

6.2. The Contractor shall develop and implement a written social marketing plan within forty five (45) days of the Contract Effective Date to enhance recruitment and retention of new health care providers for New Hampshire, including, but not limited to:

LRK
6/21/18



- 6.2.1. A marketing strategy.
- 6.2.2. A recruitment strategy.
- 6.2.3. Outreach activities.
- 6.3. The above said plans shall include milestones, activities, deliverables, due dates, name of staff assigned to each activity, and a process for escalating issues to the Department.

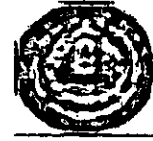


Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds
 - 2.2. Federal Funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant (CFDA #93.959)
 - 2.3. United States Department of Health and Human Services, Health Resources and Services Administration (HRSA), Maternal and Child Health Services (MCH Title V Block Grant) (CFDA #93.994)
 - 2.4. United States Department of Health and Human Services, Centers for Medicare and Medicaid, (CFDA #93.778)
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. The Contractor will submit an invoice in a form satisfactory to the State by the 20th day of each month, which identifies and requests reimbursement for authorized expenses incurred for statewide crisis services in the prior month.
 - 4.2. Authorized expenses are identified in Exhibit B-1 BDAS through Exhibit B-7 PC.
 - 4.3. 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.
 - 4.4. Invoices for BDAS must be submitted to:

Financial Manager
Bureau of Drug and Alcohol Services
105 Pleasant Street,
Main Bldg., 3rd Floor North
Concord, NH 03301
 - 4.5. Invoices for Dental Recruitment must be submitted to:

Dental Director
Sarah A. Finne, DMD, MPH, FICD
NH Department of Health and Human Services
Office of Medicaid Services
129 Pleasant Street, Brown Building
Concord, NH 03301-3852

SAH

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Exhibit B

- 4.6. Invoices for DPHS must be submitted to:
- Department of Health and Human Services
Division of Public Health Services
Email address: DPHScontractbilling@dhhs.state.nh.us
- 4.7. Payment for contracted services will be made on a cost reimbursement only, for allowable expenses based on budgets identified in Exhibit B-1 BDAS through Exhibit B-7 PC.
- 4.8. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
5. The final invoice shall be due to the State no later than forty (40) days after the contract completion date identified in Form P-37, General Provisions, Block 1.7 Completion Date.
6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
8. Notwithstanding paragraph 18 of the P-37 General Provisions, an amendment limited to budget line item adjustments within Exhibits B-1 through Exhibit B-7 and within the price limitation can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

RHC
6/21/18

Exhibit B-1 -BDAS

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

Bidder Name: Bi-State Primary Care Association, Inc.

Budget Request for: BDAS Workforce Development & Recruitment Contract

Budget Period: SFY 19 - July 1, 2018 - June 30, 2019.

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|---------------------|--------------------|----------------------|---|
| 1. Total Salary/Wages | \$ 48,000.00 | \$ 4,800.00 | \$ 52,800.00 | |
| 2. Employee Benefits | \$ 11,040.00 | \$ 1,104.00 | \$ 12,144.00 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ 988.00 | \$ 99.00 | \$ 1,087.00 | |
| 6. Travel | \$ 4,900.00 | \$ 490.00 | \$ 5,390.00 | |
| 7. Occupancy | \$ 2,655.00 | \$ 265.00 | \$ 2,920.00 | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ 3,384.00 | \$ 338.00 | \$ 3,722.00 | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ 19,943.00 | \$ 1,994.00 | \$ 21,937.00 | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 90,910.00 | \$ 9,090.00 | \$ 100,000.00 | |

Indirect As A Percent of Direct

10.0%

Contractor Initials: AKC

Date: 6/21/18

Exhibit B-2 MCH

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

Bidder Name: Bi-State Primary Care Association, Inc.

Budget Request for: MCH Behavioral Health Recruitment Contract

Budget Period: SFY 19 - July 1, 2018 - June 30, 2019

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|---------------------|--------------------|---------------------|---|
| 1. Total Salary/Wages | \$ 12,659.00 | \$ 1,266.00 | \$ 13,925.00 | |
| 2. Employee Benefits | \$ 2,912.00 | \$ 291.00 | \$ 3,203.00 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ 240.00 | \$ 24.00 | \$ 264.00 | |
| 6. Travel | \$ 1,000.00 | \$ 100.00 | \$ 1,100.00 | |
| 7. Occupancy | \$ 630.00 | \$ 63.00 | \$ 693.00 | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ 800.00 | \$ 80.00 | \$ 880.00 | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ 4,486.00 | \$ 449.00 | \$ 4,935.00 | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 22,727.00 | \$ 2,273.00 | \$ 25,000.00 | |

Indirect As A Percent of Direct

10.0%

Contractor Initials: RHC

Date: 6/21/18

Exhibit B-3 MCH

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

Bidder Name: Bi-State Primary Care Association, Inc.

Budget Request for: MCH Behavioral Health Recruitment Contract

Budget Period: SFY 20 - July 1, 2019 - June 30, 2020

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|---------------------|--------------------|---------------------|---|
| 1. Total Salary/Wages | \$ 12,659.00 | \$ 1,266.00 | \$ 13,925.00 | |
| 2. Employee Benefits | \$ 2,912.00 | \$ 291.00 | \$ 3,203.00 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ 238.00 | \$ 24.00 | \$ 262.00 | |
| 6. Travel | \$ 1,000.00 | \$ 100.00 | \$ 1,100.00 | |
| 7. Occupancy | \$ 624.00 | \$ 62.00 | \$ 686.00 | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ 800.00 | \$ 80.00 | \$ 880.00 | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ 4,495.00 | \$ 449.00 | \$ 4,944.00 | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 22,728.00 | \$ 2,272.00 | \$ 25,000.00 | |

Indirect As A Percent of Direct

10.0%

Contractor Initials: LHK
Date: 6/21/18

Exhibit B-4 Dentist

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

Bidder Name: Bi-State Primary Care Association, Inc.

Budget Request for: Dentist Recruitment Contract

Budget Period: SFY 19 - July 1, 2018 - June 30, 2019

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|---------------------|--------------------|---------------------|---|
| 1. Total Salary/Wages | \$ 58,234.00 | \$ 5,823.00 | \$ 64,057.00 | |
| 2. Employee Benefits | \$ 13,395.00 | \$ 1,339.00 | \$ 14,734.00 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ 988.00 | \$ 99.00 | \$ 1,087.00 | |
| 6. Travel | \$ 915.00 | \$ 92.00 | \$ 1,007.00 | |
| 7. Occupancy | \$ 2,433.00 | \$ 243.00 | \$ 2,676.00 | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ 987.00 | \$ 99.00 | \$ 1,086.00 | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ 4,887.00 | \$ 488.00 | \$ 5,353.00 | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 81,819.00 | \$ 8,181.00 | \$ 90,000.00 | |

Indirect As A Percent of Direct

10.0%

Exhibit B-5 Dentist

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

Bidder Name: BI-State Primary Care Association, Inc.

Budget Request for: Dentist Recruitment Contract

Budget Period: SFY 20 - July 1, 2019 - June 30, 2020

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|---------------------|--------------------|---------------------|---|
| 1. Total Salary/Wages | \$ 59,972.00 | \$ 5,996.00 | \$ 65,968.00 | |
| 2. Employee Benefits | \$ 13,794.00 | \$ 1,379.00 | \$ 15,173.00 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ 1,047.00 | \$ 104.00 | \$ 1,151.00 | |
| 6. Travel | \$ 915.00 | \$ 91.00 | \$ 1,006.00 | |
| 7. Occupancy | \$ 2,506.00 | \$ 250.00 | \$ 2,756.00 | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ 750.00 | \$ 75.00 | \$ 825.00 | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ 2,838.00 | \$ 283.00 | \$ 3,121.00 | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 81,822.00 | \$ 8,178.00 | \$ 90,000.00 | |

Indirect As A Percent of Direct

10.0%

Contractor Initials: *JHE*

Date: 6/21/18

Exhibit B-6 PC

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

Bidder Name: Bi-State Primary Care Association, Inc.

Budget Request for: Primary Care Recruitment Center

Budget Period: SFY 19 - July 1, 2018 - June 30, 2019

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|----------------------|---------------------|----------------------|---|
| 1. Total Salary/Wages | \$ 100,520.00 | \$ 10,052.00 | \$ 110,572.00 | |
| 2. Employee Benefits | \$ 23,119.00 | \$ 2,311.00 | \$ 25,430.00 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ 2,130.00 | \$ 213.00 | \$ 2,343.00 | |
| 6. Travel | \$ 7,578.00 | \$ 758.00 | \$ 8,336.00 | |
| 7. Occupancy | \$ 4,846.00 | \$ 485.00 | \$ 5,331.00 | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ 1,000.00 | \$ 100.00 | \$ 1,100.00 | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ 8,080.00 | \$ 808.00 | \$ 8,888.00 | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 147,273.00 | \$ 14,727.00 | \$ 162,000.00 | |

Indirect As A Percent of Direct

10.0%

Contractor Initials: AKR

Date: 6/21/18

Exhibit B-7 PC

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

Bidder Name: Bi-State Primary Care Association, Inc.

Budget Request for: Primary Care Recruitment Center

Budget Period: SFY 20 - July 1, 2019 - June 30, 2020

| Line Item | Direct Incremental | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|----------------------|---------------------|----------------------|---|
| 1. Total Salary/Wages | \$ 100,566.00 | \$ 10,057.00 | \$ 110,623.00 | |
| 2. Employee Benefits | \$ 23,130.00 | \$ 2,313.00 | \$ 25,443.00 | |
| 3. Consultants | \$ - | \$ - | \$ - | |
| 4. Equipment: | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | |
| Office | \$ 2,106.00 | \$ 211.00 | \$ 2,317.00 | |
| 6. Travel | \$ 7,394.00 | \$ 739.00 | \$ 8,133.00 | |
| 7. Occupancy | \$ 4,992.00 | \$ 499.00 | \$ 5,491.00 | |
| 8. Current Expenses | \$ - | \$ - | \$ - | |
| Telephone | \$ - | \$ - | \$ - | |
| Postage | \$ - | \$ - | \$ - | |
| Subscriptions | \$ 1,000.00 | \$ 100.00 | \$ 1,100.00 | |
| Audit and Legal | \$ - | \$ - | \$ - | |
| Insurance | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ 8,085.00 | \$ 808.00 | \$ 8,893.00 | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ - | \$ - | \$ - | |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| | \$ - | \$ - | \$ - | |
| TOTAL | \$ 147,273.00 | \$ 14,727.00 | \$ 162,000.00 | |

Indirect As A Percent of Direct

10.0%

Contractor Initials: AKC
Date: 6/21/18



SPECIAL PROVISIONS

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

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

AWL

6/21/18



- 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. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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



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

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

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.

AKK

6/21/18



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. Renewal:
The Department reserves the right to extend this Agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

AKC

6/24/18



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Handwritten initials
6/21/18

New Hampshire Department of Health and Human Services
Exhibit D



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

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

525 Clinton Street, Bow, NH 03304

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

Contractor Name:

Date

6/21/18

Name:
Title:

Lori H. Reel
LORI H REEL
EVP/COO

Contractor Initials

LHR

Date

6/21/18



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

6/20/18
Date

Lori H. Reel
Name: LORI H REEL
Title: EM/COO



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/21/18
Date

Lori H. Reel
Name: Lori H. Reel
Title: EVPCOU

Contractor Initials LHR
Date 6/21/18



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

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

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

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

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

Exhibit G

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

Contractor Initials

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New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

6/21/18
Date

Lori H Real
Name: Lori H-Real
Title: EUP/COO

Exhibit G

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

Contractor Initials

LHR

Date

6/21/18



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

6/26/18
Date

Lori H. Reed
Name: Lori H. Reed
Title: EMP/COO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - i. For the proper management and administration of the Business Associate;
 - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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6/21/18



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services
The State

[Handwritten Signature]

Signature of Authorized Representative

LISA MORRIS

Name of Authorized Representative

DIRECTOR, DPHS

Title of Authorized Representative

6/28/18

Date

Bi-State Primary Care Assn
Name of the Contractor

[Handwritten Signature]

Signature of Authorized Representative

Lori H. Reel

Name of Authorized Representative

EVP/COO

Title of Authorized Representative

6/21/18

Date



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

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

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

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

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

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

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

Contractor Name:

6/21/18
Date

Lori H. Real
Name: Lori H. Real
Title: EVP/COO



FORM A

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

1. The DUNS number for your entity is: 939836698
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C; and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

[Handwritten Signature]

6/21/18



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov