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

Jeffrey A. Meyers
Commissioner

Bureau of Drug and Alcohol Services

Katja S. Fox
Director of the Division of
Behavioral Health

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6738 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 28, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human to enter into a **SOLE SOURCE** Agreement with Foundation for Healthy Communities (Vendor #154533-B001), 125 Airport Road, Concord, NH 03301, for the purpose of expanding the State's capacity to provide Office-based Opiate Treatment, including the use of medications to New Hampshire residents experiencing opioid addiction in an amount not exceed \$1,800,000, with a completion date of June 30, 2018, effective July 1, 2016 or the date of Governor and Council approval, whichever is later. **75% Federal Funds, 25% General Funds.**

Funds are available in the following account for SFY 2017 and SFY 18 with authority to adjust amounts between state fiscal years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

**05-95-49-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL
SVCS, CLINICAL SERVICES**

| Fiscal Year | Class/Account | Class Title | Amount |
|-------------|---------------|-------------------------------|--------------------|
| 2017 | 102-500734 | Contracts for Social Services | \$1,500,000 |
| 2018 | 102-500734 | Contracts for Social Services | \$ 300,000 |
| | | Total | \$1,800,000 |

EXPLANATION

This request is submitted as a **SOLE SOURCE** request due to the urgent nature of the opioid crisis in New Hampshire and the impact and benefit of engaging physician practices in effectively addressing Substance Use Disorders (SUDs). The Medication Assisted Treatment (MAT) and Hospital Emergency Department (ED) programs supported by this Agreement are two of several addiction

identification, overdose prevention and treatment activities proposed to expand New Hampshire's infrastructure capacity to treat affected residents. The Foundation for Healthy Communities will also facilitate expansion of community-based MAT programs statewide by recruiting and contracting with physician practices interested in developing or enhancing their capacity to deliver MAT services in their communities. The vendor will also address SUDs in Hospital EDs by recruiting and engaging hospitals in geographic regions with high rates of opioid overdoses to increase their capacity to address substance use disorders. This vendor was selected because of its established professional relationships with all hospitals in New Hampshire, and its proven ability to work effectively with New Hampshire hospitals and physician practices to implement new programs..

The need for both expanded MAT and increased capacity to address SUDs in the EDs is evident by the high rates of opioid use reflected in the sharp increase in emergency room visits, ambulance calls related to opioids, and by the 437 overdose deaths in 2015 (up from 325 in 2014).

In an effort to support MAT expansion, the Department convened a panel of practitioners from health care, behavioral health, substance use disorder (SUD) specialty treatment services, and the New Hampshire Medical Society to review existing practices in New Hampshire and other states. The panel identified key components and best practices from the American Society of Addiction Medicine (ASAM) and other nationally-recognized resources. Through this work a compendium of best practice recommendations and resources for implementing and delivering effective MAT was developed to support a variety of service settings to promote and assist with proper integration of MAT services.

Three core objectives were identified to expand MAT services in New Hampshire. They include:

1. Increase the number of waived buprenorphine prescribers;
2. Increase awareness of and access to extended-release injectable (depot) naltrexone and other medications by prescription; and
3. Increase office-based access to MAT programs through multiple settings, including primary care offices and clinics, specialty office-based (stand-alone) MAT programs, and traditional addiction treatment programs offering medication assistance.

To address the growing crisis, it is critical that providers rapidly develop and expand resources in addition to the current SUD treatment infrastructure in order to meet the public's need for this important service. It is the expectation of the Department that by issuing infrastructure expansion grants to facilitating organizations, like Foundation for Healthy Communities, the Department's core objectives will be achieved and result in a decreased number of overdose deaths, and reduced economic costs to the State. Through these community-based MAT infrastructure expansion programs, the Foundation for Healthy Communities will recruit, engage and provide training and other technical support to subcontracted physician practices participating in the program, and monitor their program compliance.

The performance of the MAT program will be measured by:

1. The contractor's submission of a work plan within 45 days of contract approval;
2. The contractor's submission of a proposed list of physician practices to the Department for subcontracting approval;
3. The contractor's submission of quarterly status reports based on work plan progress, including but not limited to:
 - Number and credentials of staff retained to support MAT

- Number of physicians waived to prescribe buprenorphine
 - Policies and practices established
 - Changes made to the initial work plan
 - Training and technical assistance provided
 - Other progress to date
4. The contractor's submission of a final report, documenting the following:
- Minimum of 10 practices have increased capacity to provide MAT services
 - Minimum of 20 physicians became waived to prescribe buprenorphine
 - Minimum of 10 other providers are available to support MAT (e.g., clinicians, nurse practitioners)
 - Minimum of 10 practices have policies and procedures for providing MAT according to the Guidelines.
 - Minimum of 5 practices display accurate documentation of MAT in client records according to the Guidelines.
 - Number of trainings and technical assistance provided related to best practice implementation of MAT for Opiate Use Disorders.

People experiencing SUD emergencies may be more open to initiating treatment. Hospital EDs need to be prepared to address not only the medical sequelae of overdoses, but also to provide or refer for treatment of the SUD. To that end, the Foundation for Healthy Communities will also contract with identified hospitals to increase the ability of current staff to effectively connect patients with SUD emergencies to appropriate resources to comprehensively address their SUDs and to develop and implement long-term plans for effective care of patients with SUDs who come into the ED.

The performance of the ED program will be measured by increases to the baseline numbers determined at the beginning of the contract period, as follows:

- Minimum of four (4) hospitals increasing their capacity to address SUDs in their EDs.
- Minimum of four (4) hospitals implementing improved protocols in their EDs.
- Increased number (from baseline) of ED patients with SUDs accessing comprehensive services to address their SUDs post-discharge from ED.

If the contract is not granted, residents seeking recovery may not receive appropriate treatment for their opioid addiction, resulting in a heightened risk of death from accidental overdose, financial and emotional strains on families, and related economic and resource challenges in communities as affected individuals continue to struggle with their addictions.

As referenced in Exhibit C-1, Revisions to General Provisions, the Agreement has the option to extend for three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

The geographic area to be served is statewide.

Source of Funds: 75% Federal Funds from the United States Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Substance Abuse Prevention and Treatment Block Grant, CFDA #93.959, Federal Award Identification Number TI010035-15, and 25% General Funds.

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

Respectfully submitted,



Katja S. Fox
Director of the Division of
Behavioral Health

Approved by:



Jeffrey A. Meyers
Commissioner

Subject: SS-2017-BDAS-02-MATSE

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 Department of Health and Human Services Division of Behavioral Health | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Foundation for Healthy Communities | | 1.4 Contractor Address 125 Airport Road Concord, NH 03301 | |
| 1.5 Contractor Phone Number (603) 415-4270 | 1.6 Account Number 05-95-49-491510-2990 | 1.7 Completion Date 6/30/2018 | 1.8 Price Limitation \$1,800,000. |
| 1.9 Contracting Officer for State Agency Eric B. Borrin, Director | | 1.10 State Agency Telephone Number 603-271-9558 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory SHAWN V. LAFRANCE, EXECUTIVE DIRECTOR | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>June 28, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Noreen M. Crenin</u> <u>6/28/2016</u> Expires <u>6/5/2018</u> | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u>Noreen M. Crenin Program & Grants Manager</u> | | | |
| 1.14 State Agency Signature  Date: <u>6/28/16</u> | | 1.15 Name and Title of State Agency Signatory <u>Katja S Fox, Director</u> | |
| 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>6/30/16</u> <u>Megan A. York - Attorney</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

Contractor Initials SM
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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 SM
Date 6/28/16



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

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

2. Program Requirements – Medication Assisted Treatment Services

2.1. Scope of Services

- 2.1.1. The Contractor shall recruit physician practices that are willing to increase their capacity to provide Medication-Assisted Treatment (MAT).
- 2.1.2. The Contractor shall contract with a minimum of 10 physician practices geographically dispersed throughout the state to increase and enhance their capacity to provide MAT with fidelity to federal, state, and best practices recommendations as described in the Guidance Document on Best Practices: Key Components for Delivering Community-Based Medication Assisted Treatment Services for Opioid Use Disorders in NH available at <http://www.nh.gov/dcbcs/bdas/documents/matguidancedoc.pfd>.
- 2.1.3. The Contractor shall work with sub-contracted physician practices to identify infrastructure needs to increase and enhance capacity to implement MAT. These activities include but are not limited to:
 - a. Hiring additional staffing;
 - b. Modifications to electronic health record (EHR) system; and
 - c. Providing training for all staff in an effort to initiate or expand current office-based opioid treatment (OBOT) programs to deliver medication assisted treatment with approved medications including buprenorphine and naltrexone.
- 2.1.4. The Contractor shall ensure that subcontracted physician practices establish a team to deliver MAT that involves current staff, the recruitment of new staff, and/or the development of formal relationships with external partners to implement an OBOT program



Exhibit A

- with approved medications. This team shall include staff to provide the three core roles: prescriber, behavioral health counselor and care coordinator.
- 2.1.5. The Contractor shall ensure the availability of initial and on-going training and resources to all staff in subcontracted physician practices to include buprenorphine waiver training for interested physicians. The Department will make available training and technical assistance to assist with the MAT planning and implementation process to selected applicants to include on-site support as well as facilitation of a Community of Practice, a group that will be created with the goal of gaining knowledge through the process of sharing information and experiences related to OBOT with approved medications.
- 2.1.6. The Contractor shall ensure that subcontracted physician practices develop policies and practices related to, but not limited to:
- 2.1.6.1. Evaluation and medical exam to verify that patients meet criteria for opioid use disorders and are appropriate for MAT level of care, and determine the appropriate medication;
- 2.1.6.2. Billing procedures; and
- 2.1.6.3. Urine Drug Testing.
- 2.1.7. The Contractor shall ensure that subcontracted physician practices develop a process to provide patients with appropriate medical oversight and prescribing, counseling, care coordination, and other appropriate ancillary services to improve access and retention with MAT.
- 2.1.8. The Contractor shall ensure that subcontracted physician practices utilize the Prescription Drug Monitoring Program (PDMP) each time a prescription is written.
- 2.1.9. The Contractor shall ensure that subcontracted physician practices are compliant with confidentiality requirements, including 42 CFR Part II.
- 2.1.10. The Contractor shall ensure that subcontracted physician practices are providing timely communication among the patient, prescriber, counselor, care coordinator, and external providers.
- 2.1.11. The Contractor shall ensure that subcontracted physician practices document care accurately and properly (e.g., treatment plans, confidentiality).

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Exhibit A

2.1.12. The Contractor shall develop a work plan describing the process for completing 2.1.1 through 2.1.11.

2.2. Compliance and Reporting Requirements

2.2.1. The Contractor must submit a work plan within 45 days of contract approval.

2.2.2. The Contractor shall submit a list of prospective physician practices for subcontracting, subject to Department approval.

2.2.3. The Contractor shall provide quarterly status reports based on work plan progress to include, but not be limited to:

2.2.3.1. Staff retained to support MAT;

2.2.3.2. Number of physicians waived to prescribe buprenorphine;

2.2.3.3. Policies and practices established;

2.2.3.4. Changes made to the initial work plan;

2.2.3.5. Training and technical assistance needed; and

2.2.3.6. Other progress to date.

2.2.4. The Contractor must submit a final report to the Department within 45 days of conclusion of the contract based on work plan progress that includes, but is not limited to:

2.2.4.1. Staff retained to support MAT;

2.2.4.2. Number of physicians waived to prescribe buprenorphine;

2.2.4.3. Policies and practices established;

2.2.4.4. Changes made to the initial work plan;

2.2.4.5. Number of patients receiving MAT prior to subcontract compared to number of patients receiving MAT as of June 30, 2017, including demographic (gender, age, race, ethnicity) and outcome data (as appropriate);

2.2.4.6. Training and technical assistance provided and funding needed; and

2.2.4.7. Other progress to date.

2.3. Performance Measures

The following performance measures must be gathered and monitored by the Contractor. There is an expectation that baseline numbers will be determined



Exhibit A

by the Contractor at the beginning of the contract period and that these numbers will increase to the following numbers listed in this Section 2.3, as follows:

- Minimum of ten (10) practices increasing capacity to provide MAT services;
- Minimum of twenty (20) physicians waived to prescribe buprenorphine;
- Minimum of ten (10) other providers available to support MAT(e.g clinicians, nurse practitioners);
- Minimum of ten (10) practices with policies and procedures for providing MAT according to the Guidelines;
- Minimum of five (5) practices with accurate documentation of MAT in client records according to the Guidelines; and
- Number of Trainings and technical assistance provided that are related to best practice recommendations and opioid pharmacotherapy and prescribing medications as part of treatment for Opiate Use Disorders.

3. Program Requirements – Emergency Department Services

3.1. Scope of Work

- 3.1.1. The Contractor shall recruit hospitals in geographic regions with high rates of opioid overdoses that are willing to increase their capacity to address substance use disorders (SUDs) in their Emergency Department (ED).
- 3.1.2. The Contractor shall contract with identified hospitals to increase the ability of current staff to effectively connect patients with SUD emergencies to appropriate resources to comprehensively address their SUDs and to develop and implement long-term plans for effective management of patients with SUDs who come into the ED.
- 3.1.3. The Contractor shall work with sub-contracted hospital personnel to develop a work plan for addressing SUDs in their EDs. Work plans will include but not be limited to:
 - 3.1.3.1. Addressing immediate crises by:
 - a. Committing a staff member or consultant to coordinate the activities;
 - b. Training ED staff in basic understanding of addiction, recovery and resources;
 - c. Establishing protocols for immediate response; and
 - d. Overseeing the implementation of protocols.



Exhibit A

- 3.1.3.2. Initiating a systemic response by:
 - a. Developing and implementing a long-term plan with metrics for care of patients with SUDs who come into the ED, including sustainability; and
 - b. Developing cost estimates for the implementation of the long-term work plan.
- 3.1.4. The Contractor shall monitor implementation of the work plans to ensure that hospitals are achieving progress outlined in their plans, including but not limited to:
 - 3.1.4.1. An identified staff member or consultant coordinating activities;
 - 3.1.4.2. ED staff is trained in basic understanding of addiction, recovery and resources;
 - 3.1.4.3. Protocols for immediate response are established and implemented;
 - 3.1.4.4. A long-term plan for management of patients with SUDs who come into the ER is developed and implementation has begun; and
 - 3.1.4.5. Disburse funds to sub-contracted hospitals to operationalize work plans. Funds may be used for purposes including, but not limited to:
 - a. Paying for the coordinator's service;
 - b. Training;
 - c. Modifications to the electronic health record (EHR) system;
 - d. Staff or processes identified in the long-term plan with approval of the Department;
 - e. Ensure the availability of initial and on-going training and resources to staff in subcontracted hospital EDs; and
 - f. Provide hospitals with multiple options for potential funds for sustainability of long-term plans.
- 3.2. **Compliance and Reporting Requirements**
 - 3.2.1. The Contractor shall submit a work plan within 45 days of contract approval.
 - 3.2.2. The Contractor shall submit a list of prospective hospitals for subcontracting, subject to Department approval.



Exhibit A

- 3.2.3. The Contractor shall provide quarterly status reports based on work plan progress to include, but not be limited to:
- 3.2.3.1. Designated coordinators to address immediate crises;
 - 3.2.3.2. Number of ED staff trained in basic understanding of addiction, recovery and resources;
 - 3.2.3.3. Protocols established and implemented for immediate response;
 - 3.2.3.4. Changes made to the initial work plans;
 - 3.2.3.5. Summaries of long-term plans for care of patients with SUDs who come into the ED;
 - 3.2.3.6. Training and technical assistance needed; and
 - 3.2.3.7. Other progress to date.
- 3.2.4. The Contractor must submit a final report to the Department within 45 days of conclusion of the contract based on work plan progress that includes, but is not limited to:
- 3.2.4.1. Designated coordinators to address immediate crises;
 - 3.2.4.2. Number of ED staff trained in basic understanding of addiction, recovery and resources;
 - 3.2.4.3. Protocols established and implemented for immediate response;
 - 3.2.4.4. Summaries of long-term plans for care of patients with SUDs who come into the ED; and
 - 3.2.4.5. Number of patients benefitting from this program as measured by:
 - a. Number of patients seen in ED with identified SUDs
 - b. Number who received services supported by this program
 - c. Number who were referred for additional SUD services
 - d. Training and Technical Assistance provided.

3.3. Performance Measures

The following performance measures must be gathered and monitored by the Contractor. There is an expectation that baseline numbers will be determined by the Contractor at the beginning of the contract period and that these numbers will increase to the numbers listed in this Section 3.3, as follows:



Exhibit A

- 3.3.1. Minimum of four (4) hospitals increasing their capacity to address substance use disorders (SUDs) in their Emergency Departments (EDs);
- 3.3.2. Minimum of four (4) hospitals implementing improved protocols in their EDs; and
- 3.3.3. Increased number (from baseline) of ED patients with SUDs accessing comprehensive services to address their SUDs post-discharge from ED.

SH

6/28/16



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This contract is funded with general and federal funds. Department access to supporting funding for this project is dependent upon the criteria set forth in the Catalog of Federal Domestic Assistance (CFDA) (<https://www.cfda.gov>) #93.959 U.S. Department of Health and Human Services; Substance Abuse and Mental Health Services Administration; Block Grants for Prevention and Treatment of Substance Abuse; Substance Abuse Block Grant (SABG).
3. The Contractor shall use and apply all contract funds for authorized direct and indirect costs to provide services in Exhibit A, Scope of Services, in accordance with Exhibit B-1, Budget and Exhibit B-2, Budget.
4. Payment for services provided in accordance with Exhibit A, Scope of Services, shall be made as follows:
 - 4.1. Payments shall be made on cost reimbursement basis only, for allowable costs, expenses and fees in accordance with Exhibits B-1, Budget through Exhibit B-2, Budget.
 - 4.2. Allowable costs and expenses shall include those expenses detailed in Exhibit B-1, Budget and Exhibit B-2, Budget
 - 4.3. The Contractor shall submit monthly invoices using invoice forms provided by the Department.
 - 4.4. The Contractor shall submit supporting documentation and required reports in Exhibit A, Scope of Services, Sections 2.2 and 3.2, Compliance and Reporting Requirements, that support evidence of actual expenditures, in accordance with Exhibit B-1, Budget and Exhibit B-2, Budget for the previous month by the tenth (10th) working day of the current month.
 - 4.5. The Contractor shall submit invoices for services outlined in Exhibit A, Scope of Services in accordance with budget line items in Exhibit B-1, Budget and Exhibit B-2, Budget preferably by e-mail on Department approved invoices to:

Finance Manager
Division of Behavioral Health
Department of Health and Human Services
105 Pleasant Street,
Concord, NH 03301
laurie.heath@dhhs.nh.gov



Exhibit B

5. 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.
6. A final payment request shall be submitted no later than forty (40) days from the Form P37, General Provisions, Contract Completion Date, Block 1.7.
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 Form P-37, General Provisions, an amendment limited to transfer the funds within the budgets in Exhibit B-1 and Exhibit B-2 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.
9. When the contract price limitation is reached, the program shall continue to operate at full capacity at no charge to the State of New Hampshire for the duration of the contract period.

Exhibit B-1

New Hampshire Department of Health and Human Services

Bidder Name: Foundation for Healthy Communities

Budget Request for: MAT Healthy Communities

Budget Period: SFY 17 - 7/1/16 - 6/30/17

| Line Item | Direct | | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|------------------------|-----------|-------------------|------------------------|--|
| | Incremental | | | | |
| 1. Total Salary/Wages | \$ 129,044.32 | \$ | 19,356.65 | \$ 148,400.97 | |
| 2. Employee Benefits | \$ 21,282.25 | \$ | 3,192.34 | \$ 24,474.59 | |
| 3. Consultants | \$ 7,500.00 | \$ | 1,125.00 | \$ 8,625.00 | |
| 4. Equipment: | \$ - | \$ | - | \$ - | |
| Rental | \$ - | \$ | - | \$ - | |
| Repair and Maintenance | \$ - | \$ | - | \$ - | |
| Purchase/Depreciation | \$ - | \$ | - | \$ - | |
| 5. Supplies: | \$ - | \$ | - | \$ - | |
| Educational | \$ - | \$ | - | \$ - | |
| Lab | \$ - | \$ | - | \$ - | |
| Pharmacy | \$ - | \$ | - | \$ - | |
| Medical | \$ - | \$ | - | \$ - | |
| Office | \$ 403.00 | \$ | 60.45 | \$ 463.45 | |
| 6. Travel | \$ 2,484.00 | \$ | 372.60 | \$ 2,856.60 | |
| 7. Occupancy | \$ 4,612.50 | \$ | 691.88 | \$ 5,304.38 | |
| 8. Current Expenses | \$ - | \$ | - | \$ - | |
| Telephone | \$ 1,396.08 | \$ | 209.41 | \$ 1,605.49 | |
| Postage | \$ 180.00 | \$ | 27.00 | \$ 207.00 | |
| Subscriptions | \$ - | \$ | - | \$ - | |
| Audit and Legal | \$ 6,080.00 | \$ | 912.00 | \$ 6,992.00 | |
| Insurance | \$ - | \$ | - | \$ - | |
| Board Expenses | \$ - | \$ | - | \$ - | |
| 9. Software | \$ - | \$ | - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ | - | \$ - | |
| 11. Staff Education and Training | \$ - | \$ | - | \$ - | |
| 12. Subcontracts/Agreements | \$ 1,297,830.89 | \$ | - | \$ 1,297,830.89 | |
| 13. Other | \$ - | \$ | - | \$ - | |
| Printing | \$ 405.08 | \$ | 60.76 | \$ 465.84 | |
| Computer Output Expenses (cost allocations) | \$ 2,412.00 | \$ | 361.80 | \$ 2,773.80 | |
| TOTAL | \$ 1,473,630.12 | \$ | 26,369.88 | \$ 1,500,000.00 | |

Indirect As A Percent of Direct 15.0%

Exhibit B-2

New Hampshire Department of Health and Human Services

Bidder Name: Foundation for Healthy Communities

Budget Request for: MAT Healthy Communities

Budget Period: SFY 18 - 7/1/17 - 6/30/18

| Line Item | Direct | | Indirect Fixed | Total | Allocation Method for Indirect/Fixed Cost |
|---|----------------------|--------------------|-------------------|----------------------|--|
| | Incremental | | | | |
| 1. Total Salary/Wages | \$ 28,850.32 | \$ 4,327.55 | \$ - | \$ 33,177.87 | |
| 2. Employee Benefits | \$ 3,976.06 | \$ 596.41 | \$ - | \$ 4,572.47 | |
| 3. Consultants | \$ 6,000.00 | \$ 900.00 | \$ - | \$ 6,900.00 | |
| 4. Equipment: | \$ - | \$ - | \$ - | \$ - | |
| Rental | \$ - | \$ - | \$ - | \$ - | |
| Repair and Maintenance | \$ - | \$ - | \$ - | \$ - | |
| Purchase/Depreciation | \$ - | \$ - | \$ - | \$ - | |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | |
| Educational | \$ - | \$ - | \$ - | \$ - | |
| Lab | \$ - | \$ - | \$ - | \$ - | |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | |
| Medical | \$ - | \$ - | \$ - | \$ - | |
| Office | \$ 135.36 | \$ 20.30 | \$ - | \$ 155.66 | |
| 6. Travel | \$ 1,828.00 | \$ 274.20 | \$ - | \$ 2,102.20 | |
| 7. Occupancy | \$ 1,537.50 | \$ 230.63 | \$ - | \$ 1,768.13 | |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | |
| Telephone | \$ 1,465.36 | \$ 219.80 | \$ - | \$ 1,685.16 | |
| Postage | \$ 60.00 | \$ 9.00 | \$ - | \$ 69.00 | |
| Subscriptions | \$ - | \$ - | \$ - | \$ - | |
| Audit and Legal | \$ 6,200.00 | \$ 930.00 | \$ - | \$ 7,130.00 | |
| Insurance | \$ - | \$ - | \$ - | \$ - | |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | |
| 9. Software | \$ - | \$ - | \$ - | \$ - | |
| 10. Marketing/Communications | \$ - | \$ - | \$ - | \$ - | |
| 11. Staff Education and Training | \$ - | \$ - | \$ - | \$ - | |
| 12. Subcontracts/Agreements | \$ 241,278.57 | \$ - | \$ - | \$ 241,278.57 | |
| 13. Other | \$ - | \$ - | \$ - | \$ - | |
| Printing | \$ 205.51 | \$ 30.83 | \$ - | \$ 236.34 | |
| Computer Output Expenses (cost allocations) | \$ 804.00 | \$ 120.60 | \$ - | \$ 924.60 | |
| TOTAL | \$ 292,340.68 | \$ 7,659.32 | \$ - | \$ 300,000.00 | |

Indirect As A Percent of Direct

15.0%



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;



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



more employees, it will maintain a current 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.



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. The Department reserves the right to renew the Contract for up to three (3) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



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



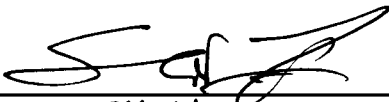
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Contractor Name:

6/28/2016
Date


Name: SHAWN V. LAFRANCE
Title: EXECUTIVE DIRECTOR



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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


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

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

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

Contractor Name:

6/28/2016
Date


Name: SHAWN V. LAFRANCE
Title: EXECUTIVE DIRECTOR



**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

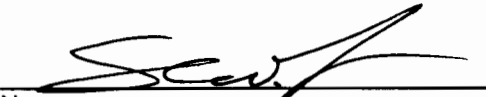
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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 (l)(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:

6/28/2016
Date


Name: SHAWN V. LAFRANCE
Title: EXECUTIVE DIRECTOR



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

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

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

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

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

Exhibit G

Contractor Initials

SPC

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

6/28/2016
Date



Name: _____
Title: SHAWN V. LAFRANCE
EXECUTIVE DIRECTOR

Exhibit G

Contractor Initials SL

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



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:

6/28/2016
Date

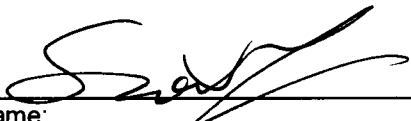

Name: _____
Title: SHAWN V. LEFRANGE
EXECUTIVE DIRECTOR



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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6/28/16



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



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



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) l, 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.

The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/28/16
Date

Foundation For Healthy Communities
Name of the Contractor

[Signature]
Signature of Authorized Representative

SHAWN V. LAFRANCE
Name of Authorized Representative

EXECUTIVE DIRECTOR
Title of Authorized Representative

6/29/2016
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:

Date 6/28/2016


Name: SHAWN V. LAFRANCE
Title: EXECUTIVE DIRECTOR



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: 615 335 283
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:

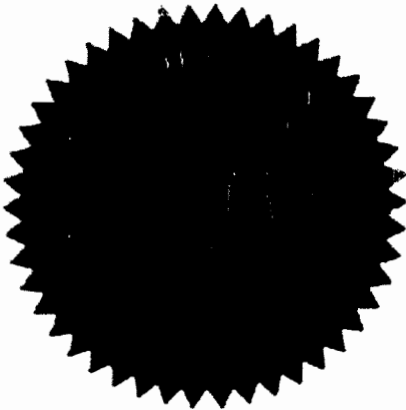
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

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

State of New Hampshire
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of May A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Mary DeVeau, of the Foundation for Healthy Communities, do hereby certify that:


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

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

RESOLVED: That the Executive Director for the Foundation for Healthy Communities is hereby authorized on behalf of this corporation to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate. Shawn LaFrance is the duly elected Executive Director of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of June 28, 2016.

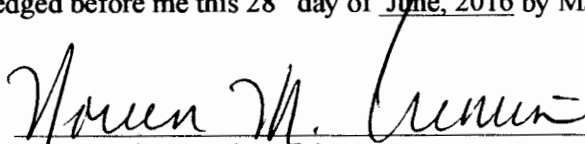
IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the Foundation for Healthy Communities this 28th day of June, 2016.



Mary DeVeau, Chair

STATE OF NH
COUNTY OF Memmack

The foregoing instrument was acknowledged before me this 28th day of June, 2016 by Mary DeVeau.



Notary Public/Justice of the Peace
My Commission Expires: June 5, 2018

Client#: 241406

NHHOSPITAL

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/22/2016

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

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

| | |
|--|---|
| PRODUCER HUB Healthcare Solutions HUB International New England 100 Central St. Ste 201 Holliston, MA 01746 | CONTACT NAME: Melissa Gabis |
| | PHONE (A/C, No, Ext): 508-303-9475 FAX (A/C, No): E-MAIL ADDRESS: melissa.gabis@hubinternational.com |
| INSURED New Hampshire Hospital Assoc Foundation for Healthy Communities 125 Airport Road Concord, NH 03301 | INSURER(S) AFFORDING COVERAGE |
| | INSURER A: Hartford Casualty Ins Co |
| | INSURER B: Hartford Insurance Co |
| | INSURER C: Hanover Insurance Co. |
| | INSURER D: |
| | INSURER E: |
| INSURER F: | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC | | 08SBVW2923 | 06/22/2016 | 06/22/2017 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 |
| C | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | LHNA02932000 | 06/22/2016 | 06/22/2017 | D&O/EPL \$2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000 | | 08SBVW2923 | 06/22/2016 | 06/22/2017 | EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | 08WECIV5293 | 06/22/2016 | 06/22/2017 | WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 |
| A | Blanket Bldg & BPP Bldg Max Limit | | 08SBVW2923 | 06/22/2016 | 06/22/2017 | \$2,035,700 \$1,661,900 |

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

Evidence of coverage.

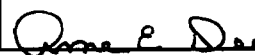
CERTIFICATE HOLDER

CANCELLATION

State of NH, DHHS
Bureau of Drug and Alcohol Services
129 Pleasant Street
Concord, NH 03301

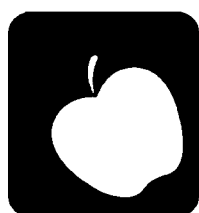
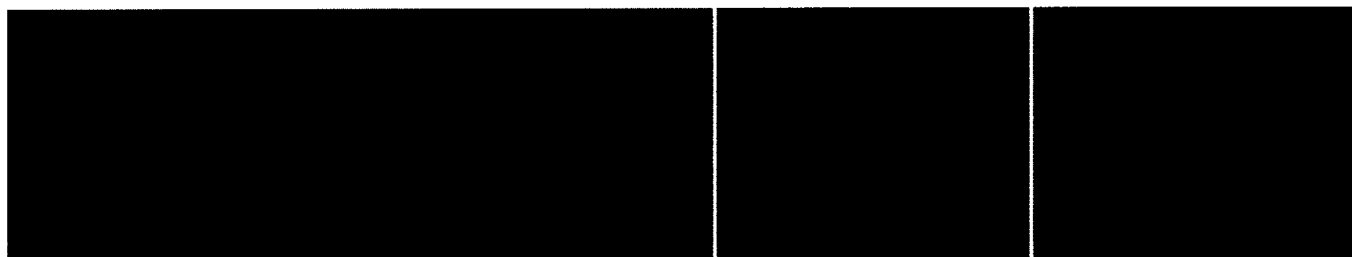
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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McAfee
http://www.nhha.org/index.php/about-nhha/mission-a-vision
foundation for healthy communities nh
Favorites Suggested Sites Login CompassSmartSho... Web Slice Gallery
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NH Hospitals For Patients Advocacy Quality and Patient Safety Healthcare Data Health Care Reform
What's New
NHHA Comments on Veterans Choice Program 03.03.2013
NHHP is working for NH - Report Released 03.03.2013
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NHHP is working for NH - NHHA
Mission & Vision
Mission & Vision
NHHA's Vision for New Hampshire
The NHHA vision is to be THE leading and respected voice for hospitals and health care delivery systems in New Hampshire working together to deliver compassionate, accessible, high quality, financially sustainable health care to the patients and communities they serve.
Our Mission
The NHHA mission is to provide leadership through advocacy, education and information in support of its member hospitals and health care delivery systems in delivering high quality health care to the patients and communities they serve.
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Foundation *for*
Healthy Communities

FINANCIAL STATEMENTS

December 31, 2015 and 2014

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Trustees
Foundation for Healthy Communities

We have audited the accompanying financial statements of Foundation for Healthy Communities (the Foundation), which comprise the statements of financial position as of December 31, 2015 and 2014, and the related statements of activities, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Foundation as of December 31, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

BerryDunn McNeil & Parker, LLC

Portland, Maine
June 9, 2016

FOUNDATION FOR HEALTHY COMMUNITIES

Statements of Financial Position

December 31, 2015 and 2014

ASSETS

| | <u>2015</u> | <u>2014</u> |
|-------------------------------|---------------------|---------------------|
| Current assets | | |
| Cash and cash equivalents | \$ 564,698 | \$ 816,486 |
| Accounts receivable | 968,845 | 787,115 |
| Due from affiliate | 60,520 | 90,780 |
| Prepaid expenses | <u>5,170</u> | <u>4,256</u> |
| Total current assets | <u>1,599,233</u> | <u>1,698,637</u> |
| Investments | <u>633,288</u> | <u>648,056</u> |
| Property and equipment | | |
| Leasehold improvements | 1,118 | 1,118 |
| Equipment and furniture | <u>136,010</u> | <u>136,010</u> |
| | <u>137,128</u> | <u>137,128</u> |
| Less accumulated depreciation | <u>132,435</u> | <u>129,647</u> |
| Property and equipment, net | <u>4,693</u> | <u>7,481</u> |
| Total assets | <u>\$ 2,237,214</u> | <u>\$ 2,354,174</u> |

LIABILITIES AND NET ASSETS

| | | |
|---|---------------------|---------------------|
| Current liabilities | | |
| Accounts payable | \$ 200,707 | \$ 232,775 |
| Accrued payroll and related amounts | 52,334 | 51,573 |
| Due to affiliate | 47,313 | 49,190 |
| Deferred revenue | <u>74,754</u> | <u>205,936</u> |
| Total current liabilities and total liabilities | <u>375,108</u> | <u>539,474</u> |
| Net assets | | |
| Unrestricted | 587,728 | 575,041 |
| Temporarily restricted | <u>1,274,378</u> | <u>1,239,659</u> |
| Total net assets | <u>1,862,106</u> | <u>1,814,700</u> |
| Total liabilities and net assets | <u>\$ 2,237,214</u> | <u>\$ 2,354,174</u> |

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

FOUNDATION FOR HEALTHY COMMUNITIES

Statements of Activities

Years Ended December 31, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|--|------------------|-------------------|
| Revenues | | |
| Foundation support | \$ 363,120 | \$ 363,120 |
| Program revenue | 2,157,630 | 1,662,912 |
| Seminars, meetings, and workshops | 216,231 | 161,731 |
| Interest and dividend income | 15,275 | 15,189 |
| Net assets released from restriction used for operations | <u>1,189,189</u> | <u>1,365,664</u> |
| Total revenues | <u>3,941,445</u> | <u>3,568,616</u> |
| Expenses | | |
| Salaries and related payroll expenses | 1,354,564 | 1,359,327 |
| Other operating | 152,895 | 137,232 |
| Program expenses | 2,218,758 | 1,663,366 |
| Seminars, meetings, and workshops | 172,200 | 182,418 |
| Depreciation | <u>2,788</u> | <u>4,841</u> |
| Total expenses | <u>3,901,205</u> | <u>3,347,184</u> |
| Excess of revenues over expenses | 40,240 | 221,432 |
| Net realized and unrealized (loss) gain on investments | <u>(27,553)</u> | <u>21,368</u> |
| Increase in unrestricted net assets | <u>\$ 12,687</u> | <u>\$ 242,800</u> |

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

FOUNDATION FOR HEALTHY COMMUNITIES

Statements of Changes in Net Assets

Years Ended December 31, 2015 and 2014

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Total</u> |
|--|---------------------|-----------------------------------|---------------------|
| Balance, January 1, 2014 | \$ <u>332,241</u> | \$ <u>1,124,887</u> | \$ <u>1,457,128</u> |
| Excess of revenues over expenses | 221,432 | - | 221,432 |
| Net realized and unrealized gain on investments | 21,368 | - | 21,368 |
| Grants received | - | 1,480,436 | 1,480,436 |
| Net assets released from restriction used for operations | <u>-</u> | <u>(1,365,664)</u> | <u>(1,365,664)</u> |
| Change in net assets | <u>242,800</u> | <u>114,772</u> | <u>357,572</u> |
| Balance, December 31, 2014 | <u>575,041</u> | <u>1,239,659</u> | <u>1,814,700</u> |
| Excess of revenues over expenses | 40,240 | - | 40,240 |
| Net realized and unrealized loss on investments | (27,553) | - | (27,553) |
| Grants received | - | 1,223,908 | 1,223,908 |
| Net assets released from restriction used for operations | <u>-</u> | <u>(1,189,189)</u> | <u>(1,189,189)</u> |
| Change in net assets | <u>12,687</u> | <u>34,719</u> | <u>47,406</u> |
| Balance, December 31, 2015 | <u>\$ 587,728</u> | <u>\$ 1,274,378</u> | <u>\$ 1,862,106</u> |

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

FOUNDATION FOR HEALTHY COMMUNITIES

Statements of Cash Flows

Years Ended December 31, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|--|-------------------|-------------------|
| Cash flows from operating activities | | |
| Change in net assets | \$ 47,406 | \$ 357,572 |
| Adjustments to reconcile change in net assets to net cash used by operating activities | | |
| Depreciation | 2,788 | 4,841 |
| Net realized and unrealized loss (gain) on investments | 27,553 | (21,368) |
| (Increase) decrease in | | |
| Accounts receivable | (181,730) | (680,306) |
| Prepaid expenses | (914) | 106 |
| Increase (decrease) in | | |
| Accounts payable | (32,068) | 215,260 |
| Accrued payroll and related amounts | 761 | (29,934) |
| Due to/from affiliates | 28,383 | (18,626) |
| Deferred revenue | (131,182) | 109,951 |
| Net cash used by operating activities | <u>(239,003)</u> | <u>(62,504)</u> |
| Cash flows from investing activities | | |
| Purchases of investments | (261,596) | (162,654) |
| Proceeds from sale of investments | <u>248,811</u> | <u>145,646</u> |
| Net cash used by investing activities | <u>(12,785)</u> | <u>(17,008)</u> |
| Net decrease in cash and cash equivalents | (251,788) | (79,512) |
| Cash and cash equivalents, beginning of year | <u>816,486</u> | <u>895,998</u> |
| Cash and cash equivalents, end of year | <u>\$ 564,698</u> | <u>\$ 816,486</u> |

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

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2015 and 2014

Organization

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

1. Summary of Significant Accounting Policies

Use of Estimates

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

Cash and Cash Equivalents

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

Accounts Receivable

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

Investments

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

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

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2015 and 2014

Property and Equipment

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

Employee Fringe Benefits

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

Revenue Recognition

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

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

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

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

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

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2015 and 2014

Excess of Revenues over Expenses

The statements of activities include excess of revenues over expenses. Changes in unrestricted net assets that are excluded from this measure include realized and unrealized gains and losses on investments.

Income Taxes

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

Subsequent Events

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, the Foundation has considered transactions or events occurring through June 9, 2016, which was the date that the financial statements were available to be issued.

2. Investments

The composition of investments as of December 31, 2015 and 2014 is set forth in the following table. Investments are stated at fair value.

| | <u>2015</u> | <u>2014</u> |
|------------------------------|-------------------|-------------------|
| Marketable equity securities | \$ 152,612 | \$ 268,307 |
| Mutual funds | <u>480,676</u> | <u>379,749</u> |
| | <u>\$ 633,288</u> | <u>\$ 648,056</u> |

3. Temporarily Restricted Net Assets

Temporarily restricted net assets of \$1,274,378 and \$1,239,659 consisted of specific grant programs as of December 31, 2015 and 2014, respectively. The grant programs relate to improvements to access and the delivery of healthcare services as well as the support for the production and distribution of educational materials.

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2015 and 2014

4. Related Party Transactions

The Foundation leases space from the Association. Rental expense under this lease for the years ended December 31, 2015 and 2014 was \$55,833 and \$46,662, respectively.

The Association provides various accounting, public relation and janitorial services to the Foundation. The amount expensed for these services in 2015 and 2014 was \$86,252 and \$111,180, respectively. In addition, the Association bills the Foundation for its allocation of shared costs. As of December 31, 2015 and 2014, the Foundation owed the Association \$47,313 and \$49,190, respectively, for services and products provided by the Association.

The Association owed the Foundation \$60,520 and \$90,780 as of December 31, 2015 and 2014, respectively, for support allocated to the Foundation. For the years ended December 31, 2015 and 2014, the Foundation received support from the Association in the amount of \$363,120.

5. Retirement Plan

The Foundation participates in the Association's 401(k) profit-sharing plan, which covers substantially all employees and allows for employee contributions of up to the maximum allowed under Internal Revenue Service regulations. Employer contributions are discretionary and are determined annually by the Foundation. Retirement plan expense for 2015 and 2014 was \$47,796 and \$43,351, respectively.

6. Functional Expenses

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

| | <u>2015</u> | <u>2014</u> |
|----------------------------|---------------------|---------------------|
| Program services | \$ 3,777,072 | \$ 3,222,693 |
| General and administrative | <u>124,133</u> | <u>124,491</u> |
| | <u>\$ 3,901,205</u> | <u>\$ 3,347,184</u> |

7. Concentrations of Credit Risk

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

8. Fair Value Measurement

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

FOUNDATION FOR HEALTHY COMMUNITIES

Notes to Financial Statements

December 31, 2015 and 2014

FASB ASC 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

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

The Foundation's investments are measured at fair value on a recurring basis and are considered Level 1.



FOUNDATION FOR
HEALTHY COMMUNITIES

2015 - BOARD OF TRUSTEES

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

LINDA LEVESQUE

PROFILE: Highly skilled, results-oriented Finance & Accounting professional in corporate accounting. Proven track record for **auto ting** key functions, streamlining daily operations, and exceeding quality and performance expectations. Played a key role in building efficient financial reporting processes, improving profitability, and increasing accuracy and data integrity. Detail-oriented with excellent communication, problem solving, strategic planning, critical thinking, resource management, computer, and leadership skills.

AREAS OF EXPERTISE

- Accounting System Setup
- A/P, A/R, & G/L
- Financial Reporting & Analysis
- Process Automation
- Notary Public
- Credit & Collections
- Spreadsheet Development
- Due Diligence
- Monthly & Yearly closing
- Cost Containment
- Benefits Administration
- Bank Reconciliation

EXPERIENCE: Staff Accountant
NHHA/Foundation for Healthy Communities; Concord, NH (March 8, 2008 – present)

- Maintain all accounting records, employee benefits, personnel files and other financial records as appropriate.
- Supervise Accounting Assistant whose primary role is to support accounts payable and accounts receivable functions.
- Work with outside audit and tax firm to ensure all records are properly prepared audited and are compliant with state and federal regulations.
- Work with outside investment firm to review investment portfolios.
- Support all NHHA and FHC staff members with human resource related needs.
- Support all NHHA and FHC staff with accounting needs.

Accounting Manager/Senior Accountant
LOWELL PAPER BOX COMPANY, INC., Nashua, NH (1988 – 2007)
A custom box manufacturing company with \$15 million in annual sales and 150 employees.

- Promoted 4 times to direct all finance and accounting operations. Supervised, trained, and motivated a 5-person financial administration team.
- Played a key role in rapid business and P&L turnaround, reversing a multi-million dollar loss to a multi-million dollar profit.
- Developed all financial systems and processes. Established Balance Sheet, Income Statement, Trial Balance and Cash Flow Statement (monthly and yearly).
- Managed all company financials including G/L, A/P, A/R, invoicing, credit and collections, tax preparation, and ADP payroll preparation.
- Coordinated billing and invoicing, commission calculations, and purchase order processing for 500 vendors and 350 accounts.
- Maintained all fixed Assets with depreciation Schedule.
- Maintained 75% collection rate within 30 days and 97% within 45 days.
- Automated financial reporting functions, increasing overall productivity by 75%.
- Completed bank reconciliation for 6 accounts. Updated and maintained financial records for a subsidiary company, Perimeter Aviation.
- Served as human resources administrator and benefits coordinator, overseeing health, dental, HRA, COBRA, worker's compensation, 401k, and disability programs.
- Migrated from a pension plan to a 401K and profit sharing program. Negotiated and managed the transition to new commercial insurance carriers, saving \$40 \$50,000 per year.
- Led office and computer equipment upgrade projects of up to \$100,000.

- Contributed to due diligence, audit preparation, and post-merger integration for company buyout.

EDUCATION: A. S. Degree in Accounting (Cum Laude)
HESSER COLLEGE, Nashua, NH (1991)

COMPUTER
SKILLS:

- Real World
- Report Smith
- ADP Payroll
- Windows
- Kronos
- E-Time
- Hand Scan
- WordPerfect
- Excel
- Word
- Lotus 1-2-3
- E-mail Applications

GWEN M. DUPERRON

SUMMARY OF QUALIFICATIONS & OBJECTIVE

Healthcare professional possessing an array of skills related to healthcare management and the analysis of financial and operational information. Seeking position as Project Manager where I can apply my skills and experience to support the success of the Uniform Health Facilities Discharge Data System project.

PROFESSIONAL EXPERIENCE

NEW HAMPSHIRE HOSPITAL ASSOCIATION (NHHA) & FOUNDATION FOR HEALTHY COMMUNITIES (FHC)

NHHA/FHC, Associate Director of Health Information, Concord, NH April 2012- Present

- Lead and coordinated all data collection activities among all New Hampshire hospitals, FHC and outside agencies
- Oversee Financial Advisory Committee; an assembly of New Hampshire hospital financial leaders whose mission is to continually enhance financial reporting
- Conduct research and data analysis on healthcare financial, economic, clinical and operational issues
- Create and maintain datasets, reports, graphics and other resources to support and enhance NHHA, FHC and New Hampshire Hospital's key initiatives
- Prepare statistical analysis, charts, graphics and reports using currently accepted methodologies and software
- Develop computer programs, spreadsheets and databases to analyze data collected by NHHA, FHC or data available through secondary sources such as the Uniform Health Facility Discharge Data System (UHFDDS), Databank and Surveys
- Summarize research and analytical results in both written and verbal form, used to support advocacy efforts, community access initiatives and health system development
- Serve as a resource to New Hampshire hospitals and state agencies with regard to the UHFDDS by offering support to improve the collection, aggregation and validation of discharge data
- Proficient in Crystal Reporting Software and Microsoft Office Excel and Access

ELLIOT HEALTH SYSTEM

ELLIOT GENERAL SURGICAL SPECIALISTS, Office Manager, Manchester, NH January 2011- April 2012

- Operations manager of four outpatient surgical offices, including supervision of 22 staff and 15 providers
- Develop guidelines for prioritizing tasks, evaluating effectiveness, delegating duties, projecting and planning for obstacles
- Maintain staff and provider schedules, modifying to maximize productivity and patient access
- Educate and instruct employees regarding policy and procedure changes and ensure proper protocol is followed
- Conduct candidate interviews, perform annual employee performance evaluations and oversee payroll in accordance with department budget
- Track provider continuing medical education, certifications and licensing
- Oversight of front office registration functions including check-in/out, referrals, prior authorizations and scheduling, utilizing Epic products
- Analyze trends of point of service collections and implement initiatives to improve collection rates

CHILDREN'S HOSPITAL

PHYSICIANS' ORGANIZATION, Financial Analyst II, Boston, MA May 2008 – August 2011

- Serve as the Reporting Coordinator for the implementation of Epic Resolute Professional Billing Responsibilities include management of reporting staff, conducting gap analysis, prioritizing tasks in accordance with project deadlines and act as the liaison for all participating Foundations
- Prepare statistical analysis, charts and reports to measure outcomes and identify opportunities for growth
- Develop management tools for oversight of financial and operational information (e.g. key performance indicators, accounts receivables, and productivity)
- Collect and aggregate data from multiple sources to monitor metrics and analyze trending

GWEN M. DUPERRON

- Present financial/operational information and recommendations, monthly, to Hospital Senior Leadership, Department Administrators and Billing Managers
- Develop and maintain complex data models in Excel, Access and Crystal Software

DEPARTMENT of CARDIOLOGY, Intern, Boston, MA

May 2007 – May 2008

- Managed project deliverable and staff
- Developed process for the Boston Adult Congenital Heart (BACH) program's integration into electronic medical records successfully alleviating the reliance on paper based medical records since May 2007
- Created and maintained a database to track patient records and monitor project progress
- Responsible for the oversight and allocation of resources to ensure budget was maintained
- Utilized computer software on a daily basis (e.g. Epic, Power Chart, Cerbatch Index, and Microsoft products)

UNIVERSITY OF NEW HAMPSHIRE

HEALTH SYSTEMS RESEARCH I, Teachers Assistant, Durham, NH

August 2007 – January 2008

- Instructed computer laboratory of approximately 50 undergraduate students
- Developed lesson plans which paralleled professor's lecture and assignments
- Demonstrated numerous analytical methods (e.g. confidence intervals, forecasting, and trending)
- Used Microsoft Excel on a daily basis; educating the class of the software's analytical capabilities for calculating, aggregating, and presenting data

EDUCATION

UNIVERSITY of NEW HAMPSHIRE, Durham, NH

Bachelor of Science, Health Management and Policy, Spring 2008

CERTIFICATIONS

Crystal Reports XI

Epic Clarity Enterprise Reporting

NOREEN M. CREMIN

EXPERIENCE:

Sept. 2011 – present

Program and Grants Manager – Full Time

Foundation for Healthy Communities, 125 Airport Road, Concord, NH

Assists in the preparation of grant and contract proposals, tracks status of pending and awarded grants, monitors fiscal sponsorship projects and assists with grant and project reports. Responsible for monitoring active funds for budgetary compliance, preparing financial statements and drafting detailed budgets. Event planning and other administrative management as needed.

Jan. 2007 – March 2011

Office Manager – Full Time

New Futures, Inc., 10 Ferry Street, Suite 307, Concord, NH

Successfully managed office systems and support staff, vendors, coordinated employee benefits and human resources. Responsible for agency budget development and monthly oversight, fiscal management of accounts, payroll processing, website management, computer and server maintenance, monthly electronic newsletter, and balanced scorecard software updating. Coordinated yearly audits and tax documents. Responsible for grant related reports and financial documentation. Continued with many of the responsibilities listed in previous position.

Aug. 2001 – Dec. 2006

Program Support Associate – Full Time

New Futures, Inc., 10 Ferry Street, Suite 307, Concord, NH

Provided full administrative support for New Futures staff as well as the Community Leadership Initiative Program. Developed and implemented computer protocols, troubleshoot and maintain technology systems for main and satellite office. Provided Human Resource support, tracking benefits and payroll. Established protocol and maintain multiple databases of contacts for mass mailings, formatted PowerPoint presentations and handouts, tracked inventory of resource materials, and planned and organized events and meetings.

Jan. 1995 – June 2001

Administrative Assistant – Full Time

Casey Family Services, New Hampshire Division – Concord, NH

Provided full administrative support for 11 individuals, including word processing, maintaining client records, entering data, scheduling meetings, dictation, research on the Internet, answer multi-line phone, inventory control and office product ordering. Responsible for creating and maintaining master mailing list for mass mailings, annual releases and newsletter mailings in Access. Created a master forms book, filing system, maintain forms, and originated new forms on computer. Presented a workshop on computers and the Internet during agency wide biennial Foster Parent Conference in Boston, Massachusetts.

Jan. 1994 – Jan. 1995

Office Manager – Full Time

Community Chiropractic & Wellness Center, Concord, NH

Provided administrative support, assisted patients with therapy, explained to new patients the philosophy and process of chiropractic care, scheduled appointments, generated correspondence as necessary, processed billing for insurance, and filing of patient records.

May 1990 – Nov. 1993

Program Manager – Full Time

Residential Resources, Inc., Salem, NH

Certification and licensing of home according to state DMH/DS regulations and other related administrative duties. Responsible for the fiscal management of the house budget of \$300,000.00. Evaluations, supervision and hiring of staff of 20. Liaison for agency between resident, family and ancillary services. Responsible for quality implementation, review of resident ISPs. Implemented and familiar with behavior modification programs/theory. Interim Manager for a second program for a period of four months, twice, April – July 1992 and June – September 1993. Involved in program downsizing from two staffed apartments to two ISO models. Managed in house Day Program. Available by beeper 24 hours a day providing crisis management/support to staff and program. Also continued with many of the responsibilities held as Residential Educator whenever working relief/direct care (see job description below).

Oct. 1989 – May 1990

Residential Educator – Full Time

Residential Resources, Inc., Salem, NH

Assisted developmentally disabled adults with daily living skills in community based group home. Development and implementation of client ISPs, recording of progress notes, log, data instructional programs and administering of medication. Rotated “on call” crisis scheduling, problem solving/analyzing, providing back up to staff and managing house funds.

EDUCATION:

Bachelor of Science, Accounting

Capella University

Currently enrolled, credits transferred from UNH.

Bachelor of Arts, Psychology

Minor: Education

(Status – Senior level, 4 courses shy of completion)

University of New Hampshire, Durham, NH

SOFTWARE USED:

Microsoft Office Professional, QuickBooks, Visio, Google Chrome and Internet Explorer, Blackbaud Financial Edge

QUALIFICATIONS:

Trainings on Microsoft Office –

(Word, Excel, Access, PowerPoint, Publisher)

LEAN training

QuickBooks Training

Nonprofit Management Training

Troubleshooting & Maintaining PCs

Supervision/Management Training in specific areas

Notary Public, Commission expires 6/5/2018

SHAWN V. LaFRANCE

PROFESSIONAL EXPERIENCE

FOUNDATION FOR HEALTHY COMMUNITIES, Concord, NH

Executive Director, 2004-Current

Vice President for Planning and Development, 1998-2004

Design and manage statewide programs, engaging the public and private sector, to improve health status and the delivery of health care services in New Hampshire. Lead in the creation of new partnerships at the state and local levels and in communicating results of the Foundations' efforts. Accomplishments include:

- Secured more than \$7 million in new program funding from foundations and other organizations to initiate new statewide programs. Established and manage all grant monitoring and reporting systems.
- Created the New Hampshire Partnership for End-of-Life Care and secured a partners competitive multi-year grant from the Robert Wood Johnson Foundation to change policy and improve end-of-life care.
- Initiated new strategy to expand the community focus of the Foundation. New programs address preventive care for children, improved access to insurance coverage, new access to prescription medications for low income persons, new research on identifying and preventing alcohol abuse in primary care settings and developed new training skills program to address recruitment and retention of nurses.
- Analyze health data and other information to develop new programs and communicate through broadcast and print media, publications and the internet to diverse constituencies including professionals and the public.
- Supervise staff of four professionals.

THE COMMONWEALTH FUND, New York, NY

Program Officer, 1994-1997

Planned and managed grant-making portfolio of national and local projects focused on child health, youth development and local public-private partnerships for a national foundation with strong record of health care philanthropy. Designed and monitored program outcomes for \$3.5 million in annual grant expenditures with foundation executives. Accomplishments include: organized key start-up activities for a national initiative, in partnership with conversion and community foundations, to improve the delivery of child health care with a focus on child development and family support. Re-structured youth projects to strengthen career-to-school emphasis with mentoring, and initiated new focus locally on promoting public-private partnerships in public spaces and services. Advised applicants and grantees on project development, budgets, evaluation plans, and crafting communications strategies for projects. Initiated new procedures to effectively plan and prioritize communication of results from the national program.

NEW YORK CITY DEPARTMENT OF HEALTH, New York, NY

Special Assistant to the Commissioner, 1992-1994

Advised Commissioner of the largest local health department in the United States on wide range of internal and external policy issues. Accomplishments include: managed recruitment and operations for 130 health provider sites in low income neighborhoods for the largest child immunization campaign in the city's history; led summit conference on family planning services for 90 leaders and policymakers in the health care and non-profit sectors; convened lead poisoning task force to revise prevention strategies; and initiated a review of managed care options and health education services for the Department of Health.

NEW YORK CITY DEPARTMENT OF HEALTH, New York, NY

Project Director, 1989-1991

Implemented and managed a \$1.5 million innovative demonstration project to co-locate medical, addiction treatment and social services for women and children in Harlem. Conducted contract negotiations, prepared regulatory and licensing approvals, oversaw facility renovation, and staff recruitment and hiring. Responsible for fundraising, grant reporting, program marketing, and implementation of a process and outcomes

evaluation.

DEPARTMENT OF CITY PLANNING, New York, NY

City Planner, 1985-1987

Organized and created citizen education program for land use and environmental plan for large underdeveloped industrial and residential waterfront properties. Collected and analyzed employment and housing data for planning for community redevelopment. Provided technical assistance to elected officials and community groups. Managed health and human service projects and developed Requests for Proposals for consultant studies.

CITIZENS' COMMITTEE FOR CHILDREN OF NEW YORK, INC., New York, NY

Health Policy Analyst, 1987-89

Successfully led advocacy effort to establish new State funding (\$500,000) for pediatric AIDS services. Coordinated and managed advocacy activities and policy analyses on health issues for low income children. Prepared position papers and public testimony on maternal and child health. Analyzed municipal agency budgets and legislative proposals related to child health. Trained board members and community volunteers for service monitoring and advocacy.

ASSOCIATION OF UNIVERSITY PROGRAMS IN HEALTH ADMINISTRATION

Assistant Director, Washington, DC 1983-85

Managed a national survey research project involving 2,000 graduates of health administration programs for Washington DC-based national association. Conducted focus group research on education programs and the management needs of health service organizations. Performed membership review of academic programs. Organized meetings of a national Task Force on Undergraduate Education in Health Care Administration.

OFFICE OF HEALTH PLANNING AND DEVELOPMENT, Concord, NH

Planner, 1980-81

Developed needs assessments, planning of primary care, and maternal and child health care services for the State Health Plan. Staffed program planning and budgeting project for a re-organization of public health services by the State Commissioner for Health and Human Services. Evaluated hospital and nursing home service expansion proposals in Certificate of Need regulatory program.

EDUCATION

Columbia University

New York, NY

Master of Public Health- 1985

M.S., Urban Planning- 1985

Masters Thesis: *Hospitals and Urban Neighborhoods: Bases for Joint Planning and Community Development* (Research Bibliography published by the Council for Planning Librarians, Chicago, IL, October 1985.)

University of New Hampshire

Durham, NH

B.S., Health Administration and Planning- 1979

AWARDS

Healthier Communities Fellowship, Class of 2003 (Selected in a national program by the Health Forum for leadership development.)

Leadership New Hampshire, Class of 2000 (Selected in a competitive application process for statewide comprehensive leadership training program.)

Hospice Hero Award, 1999, NH Hospice Organization

Barney Rabinow Award, 1986, NYC Department of City Planning

Foster McGaw Scholar, 1985, Columbia University School of Public Health

CONSULTING

U.S. Centers for Disease Control and Prevention & The Public Health Foundation, Consultant, Provided information and policy perspective for urban health issues for Healthy People 2000 - National Data Workshop (1993).

U.S. Office for Substance Abuse Prevention, Proposal Reviewer, Advised OSAP on making grant awards for the Pregnant and Post-Partum Women & Infants Initiative (1991); and for the Community Partnerships Initiative (1990).

El Puente, Inc., Brooklyn, NY, Developed 'Certificate of Need' proposal that led to establishment of a new adolescent health clinic and \$200,000 in grant funding for Latino community-based youth services organization (1984).

ACADEMIC ACTIVITIES

University of New Hampshire, Preceptor, Department of Health Policy and Management, (2000, 2002).

Queens College, Adjunct Instructor, Community Health Program in the Department of Political Science and Urban Affairs, (1989).

Sarah Lawrence College, Guest Lecturer, Program in Health Advocacy, (1989).

Pratt Institute, Preceptor, Division of Planning, North Brooklyn Waterfront Project, (1987).

Columbia University, Teaching Assistant, School of Architecture and Urban Planning, (1984-1985).

PROFESSIONAL and COMMUNITY SERVICE

Community Provider Network of Central New Hampshire, Board of Managers, (1998-current), Chair-Substance Abuse Committee

New Hampshire Tobacco Use Advisory Committee, (2002-current)

New Hampshire Celebrates Wellness, Board of Directors, (1999-2003)

Groundwork Concord, Board of Directors, Secretary, (2001-current)

Friends of White Park, Board of Directors, Chair, (2000-current)

Concord Tree Volunteers, Founder of the Millennia! Tree Project. (1998-current)

Grant-makers for Children, Youth and Families, Founding member of the Steering Committee to create this national organization of grant-makers. (1996-1997)

Community Family Planning Council, Inc. Board of Directors, Advised on the expansion of comprehensive primary care services in family planning clinics. (1996-1997)

Forest Hills Community House, Board of Directors, Led efforts to expand outreach to new Asian, Eastern European and other immigrants in the community for the largest settlement house in the borough of Queens. (1996-1997)

Prenatal Care Steering Committee, Inc. Board of Directors, Led advocacy efforts to expand Medicaid coverage for pregnant women and children in New York State. (1990-1993)

Park Slope Civic Council, Board of Trustees, Chaired Membership Committee, (1991-1993), Expanded membership more than 100 percent to include more than 800 families. (1989-1995)

PUBLICATIONS and PRESENTATIONS

LaFrance, S., "Strengthening the Health Care 'Safety Net' in New Hampshire", New Hampshire Bar Journal (vol. 44, no. 1) March 2003, pp. 69-74.

LaFrance, S. and Solloway, M., End-of-Life Care in New Hampshire: A Report from Communities, Concord, NH, Foundation for Healthy Communities, November 2002.

LaFrance, S., Solloway, M., and Bizarro, K., New Hampshire Nursing Workforce Report, Concord, NH, Foundation for Healthy Communities, July 2002

LaFrance, S. and Solloway, M., Compassionate Care: A Survey of Faith Communities and End-of-Life Care in New Hampshire, Concord, NH, Foundation for Healthy Communities, June 2001.

LaFrance, S., End-of-Life Care Planning in New Hampshire: A Statewide Survey, Concord, NH, Foundation for Healthy Communities, May 2000.

LaFrance, S., DEATH in NEW HAMPSHIRE: A Review of Medical Charts, Concord, NH, Foundation for Healthy Communities, June 1999.

LaFrance, S. and Young, K.T. "Young Inner-City African American Males Report on What Helps Them Succeed in High School," America's Disconnected Youth: Toward a Preventive Strategy, American Enterprise Institute, Washington, DC, Child Welfare League of America, 1999.

LaFrance, S. and Young, K.T. "Health and Development of Children from Birth to Age Three: A National Survey of Parent Experiences with the Health Care System," Presentation at the American Public Health Association's Annual Meeting in New York City, November 1996.

LaFrance S., et. al., "Community Based Services for Pregnant Substance Using Women", American Journal of Public Health, Vol. 84, No. 10, October 1994, pp. 1688-89.

Damus, K., LaFrance, S., Mitchell, J., and Roman, G., "Integrating Maternal and Child Health Programs into Traditional Drug Treatment Settings", Presentation at the American Public Health Association's Annual Meeting in Atlanta, Georgia, November, 1991.

Katz, M. and LaFrance, S. Hidden Assets: Prenatal Care WIC Services in New York City, New York, NY, Citizens' Committee for Children, February 1989.

LaFrance, S., The Invisible Emergency Continues: Children with AIDS in New York, NY, Citizens' Committee for Children, February 1989.

LaFrance, S., and Tourigny, A. Baccalaureate Health Administration Education: Curriculum Models and

Issues, Arlington VA, Association of University Programs in Health Administration, March 1985.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: Foundation for Healthy Communities

Name of Program: MAT Healthy Communities

| | | | |
|---|--|-----------|---------|
| Shawn LaFrance | Executive Director | \$128,395 | 15.00% |
| To be Hired | Project Manager | \$60,300 | 100.00% |
| Noreen Cremin | Program & Grants Manager | \$45,676 | 15.00% |
| Linda Levesque | Staff Accountant | \$55,455 | 15.00% |
| Gwen Duperron | Associate Director of Health Information | \$59,009 | 14.00% |
| To be Hired | Project Manager | \$26,054 | 100.00% |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | |

| | | | |
|---|--------------------|-----------|---------|
| Shawn LaFrance | Executive Director | \$132,247 | 1.00% |
| To be Hired | Project Manager | \$27,527 | 100.00% |
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| | | | |
| | | | |
| TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request) | | | |