



Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

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

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May 16, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a contract with Bi-State Primary Care Association, Inc. (VC# 166695), Bow, NH, in the amount of \$1,304,000 to recruit healthcare providers, for federally designated underserved areas and where employees are eligible for the State Loan Repayment Program, in New Hampshire, with the option to renew for up to four (4) additional years, effective July 1, 2022 upon Governor and Council approval, through June 30, 2024. 72.96% Federal Funds. 27.04% General Funds.

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-47-4700010-79370000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS: OFC OF MEDICAID SERVICES; DIVISION OF MEDICAID SERVICES; MEDICAID ADMINISTRATION

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Program Services	47000144	\$90,000
2024	102-500731	Contracts for Program Services	47000144	\$90,000
			Subtotal	\$180,000

05-95-90-901010-79650000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS: DIVISION OF PUBLIC HEALTH, BUREAU OF HEALTHCARE ACCESS, EQUITY & POLICY, RURAL HEALTH AND PRIMARY CARE

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
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His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

2023	102-500731	Contracts for Opr Svc	90075001	\$90,000
2023	102-500731	Contracts for Opr Svc	90072009	\$72,000
2024	102-500731	Contracts for Opr Svc	90075001	\$90,000
2024	102-500731	Contracts for Opr Svc	90072009	\$72,000
			Subtotal	\$324,000

05-95-90-940010-24650000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS: NEW HAMPSHIRE HOSPITAL, ARPA DHHS FISCAL RECOVER FUND

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	103-502664	Contracts for Opr Svc	00FRF602PH 9506A	\$375,000
2024	103-502664	Contracts for Opr Svc	00FRF602PH 9506A	\$375,000
			Subtotal	\$750,000

05-95-90-901010-51900000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY & HEALTH SERVICES, MATERNAL – CHILD HEALTH

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Opr Svc	90080001	\$25,000
2024	102-500731	Contracts for Opr Svc	90080001	\$25,000
			Subtotal	\$50,000
			Total	\$1,304,000

EXPLANATION

The purpose of this request is for the Contractor to recruit healthcare providers, for federally designated underserved areas and for sites where employees are eligible for the State Loan Repayment Program, in New Hampshire.

The Contractor will oversee the recruitment of primary care and behavioral healthcare providers for New Hampshire, with particular recruitment for federally designated underserved areas of the State. The Contractor will recruit for providers, which include physicians' assistants; nurse practitioners, certified nurse-midwives, dental hygienists, and behavioral health providers. Behavioral health providers include licensed alcohol and drug counselors as well as masters prepared social workers, mental health counselors, family therapists, psychologists, and advanced practice registered nurses with training in treating substance use disorders.

The Contractor will use recruitment strategies that include national publications, targeted mailings; direct recruitment with medical schools and residency programs, other primary care

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

provider educational institutions, and direct contact with practicing providers or students who may be interested in establishing a medical practice in New Hampshire.

The Contractor will maintain the statewide electronic vacancy tracking system for public and private health care agencies and organizations as well as mental health and substance use disorder treatment providers. The Contractor will also provide technical assistance to communities to retain providers in underserved areas. The Contractor will provide expertise in techniques of recruitment and measures critical for securing and retaining professional staff.

Approximately 400 individuals will be served during State Fiscal Years 2022 and 2023.

The Department will monitor services by monitoring:

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

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from February 16, 2022 through March 30, 2022. The Department received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

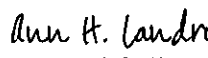
Should the Governor and Council not authorize this request, New Hampshire would become less competitive with neighboring New England states in the recruitment of qualified primary care providers and dentists to provide medical care to our uninsured and underinsured residents. Access to quality primary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

Area served: Statewide

Source of Federal Funds: Assistance Listing Number (ALN) 93.778, FAIN 2005NH5MAP, ALN 93.994, FAIN B04MC45230, ALN 93.045, FAIN 2101NHHDC6.

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

Respectfully submitted,

DocuSigned by:

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Lori A. Shibinette
Commissioner

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

RFP-2023-DPHS-05-HEALT RFP-2023-DPHS-05-HEALT

Healthcare Workforce Recruit Healthcare Workforce Recruitment for Underserved Areas

	Maximum Points Available	Bi-State Primary Care Association
Technical		
Experience (Q1)	30	30
Recruitment (Q2)	50	0
Training (Q3)	40	40
Retention (Q4)	50	50
Outreach (Q5)	50	50
Work Plan (Q6)	30	30
Staffing Plan (Q7)	30	30
Reporting (Q8)	50	50
		0
		0
		0
		0
Subtotal - Technical	330	280
Cost		
Budget (Appendix D)	70	70
Program Staff List (Appendix E)	30	30
Subtotal - Cost	100	100
TOTAL POINTS	430	380

Reviewer Name	Title
Erica Tenney	Program Specialist III
Sarah Finne	Medicaid Dental Director
Alisa Druzba	Administrator III
Lisa Cacciola	Finance Manager

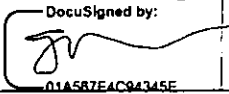
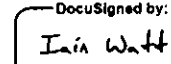
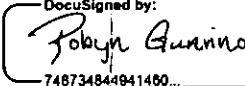
Subject: Healthcare Workforce Recruitment Services for Underserved Areas (RFP-2023-DPHS-05-HEALT-01)

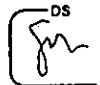
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Bi-State Primary Care Association, Inc.		1.4 Contractor Address 525 Clinton Street Bow, NH 03304	
1.5 Contractor Phone Number (603) 228-2830	1.6 Account Number 05-95-47-4700010-7937; 05-95-90-901010-7965; 05-95-90-940010-2465; 05-95-90-901010-5190	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$1,304,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  01A5B7E4C94345E Date: 5/25/2022		1.12 Name and Title of Contractor Signatory Georgia J. Maheras, Esq. vp, Policy and Strategy	
1.13 State Agency Signature DocuSigned by:  Iain Watt Date: 5/27/2022		1.14 Name and Title of State Agency Signatory Iain watt Deputy Director - DPHS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  748734844941480... On: 5/27/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			



2. 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 B 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 1.17, 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 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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.

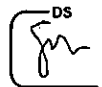
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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



8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



**New Hampshire Department of Health and Human Services
Healthcare Workforce Recruitment Services for Underserved Areas
EXHIBIT A**

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2022 ("Effective Date"), upon Governor and Executive Council approval.

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.



**New Hampshire Department of Health and Human Services
Healthcare Workforce Recruitment Services for Underserved Areas
EXHIBIT B**

Scope of Services

1. Statement of Work

1.1. The Contractor shall administer a program to support recruitment and retention of health care providers for federally designated underserved areas and for sites that are eligible for the State Loan Repayment Program, in New Hampshire. sites as defined in program requirements, which may be accessed at: https://www.dhhs.nh.gov/programs-services/health-care/rural-health-primary-care/state-loan-repayment-program-slrp_positions, which include:

1.1.1. Physicians who practice in the following areas, including, but not limited to:

- 1.1.1.1. Internal medicine.
- 1.1.1.2. Family and general medicine.
- 1.1.1.3. Pediatrics.
- 1.1.1.4. Obstetrics.
- 1.1.1.5. Gynecology.
- 1.1.1.6. Geriatrics.
- 1.1.1.7. Physician Assistants.
- 1.1.1.8. Certified nurse midwives.
- 1.1.1.9. Nurse practitioners.

1.1.2. Behavioral health care providers with training in substance use disorders (SUD) mental health (MH) or co-occurring mental health disorders (COD) including, but not limited to:

- 1.1.2.1. Masters prepared social workers.
- 1.1.2.2. Licensed mental health counselors.
- 1.1.2.3. Licensed family therapists.
- 1.1.2.4. Advanced practice registered nurses.
- 1.1.2.5. Psychiatrists.
- 1.1.2.6. Clinical or counseling psychologists.

1.1.3. Dental care providers including, but not limited to:

- 1.1.3.1. Dentists.
- 1.1.3.2. Specialty Dentist.
- 1.1.3.3. Dental Hygienist.

1.2. The Contractor shall ensure the delivery of services by collaborating with

**New Hampshire Department of Health and Human Services
Healthcare Workforce Recruitment Services for Underserved Areas
EXHIBIT B**

professional care provider organizations and the Department of Health and Human Services (the Department), including, but not limited to:

- 1.2.1. The New Hampshire (NH) Dental Society.
- 1.2.2. The NH Medical Society.
- 1.2.3. The NH Hospital Association.
- 1.2.4. Area health centers.
- 1.2.5. The Division of Public Health Services (DPHS) Oral Health Program.
- 1.2.6. The Division of Medicaid Services (OMS).
- 1.2.7. The Bureau of Maternal and Child Health (MCH).
- 1.3. The Contractor shall conduct activities to attract healthcare providers to practice in New Hampshire and shall use available resources, including, but not limited to:
 - 1.3.1. Federal grants and support services available.
 - 1.3.2. National publications.
 - 1.3.3. Targeted mailings.
 - 1.3.4. Advertisements in publications and journals.
 - 1.3.5. Direct recruitment through medical and dental schools, residency programs, and other educational institutions.
 - 1.3.6. Direct contact with practicing providers or students.
 - 1.3.7. On-line job posting platforms.
 - 1.3.8. Email outreach.
 - 1.3.9. Job Boards.
 - 1.3.10. Exhibits.
 - 1.3.11. Social media.
 - 1.3.12. College career fairs.
 - 1.3.13. The Department's Health Professions Workforce Data Center.
- 1.4. The Contractor shall place a specific emphasis on those areas of the State that are federally designated underserved areas, including, but not limited to:
 - 1.4.1. Health Professional Shortage Areas (HPSAs).
 - 1.4.2. Mental Health Professional Shortage Areas (MHPSAs).
 - 1.4.3. Dental Health Professional Shortage Areas (DHPSAs).
 - 1.4.4. Medically Underserved Areas (MUAs).

**New Hampshire Department of Health and Human Services
Healthcare Workforce Recruitment Services for Underserved Areas
EXHIBIT B**

- 1.4.5. Medically Underserved Populations (MUPs).
- 1.5. The Contractor shall provide technical assistance to communities, and to organizations and institutions recruiting health care practitioners, on the techniques of recruitment and on measures critical for securing a candidate.
- 1.6. The Contractor shall engage and encourage health care employers to post provider and clinician vacancies and inform them of the Contractor's activities and strategies, as outlined in this Scope of Services.
- 1.7. The Contractor shall assist in the development and coordination of training programs, preceptorships and rotations for dental providers and students, using public and private providers, agencies, and facilities in the state.
- 1.8. The Contractor shall seek opportunities to collaborate in the development of an Advanced Education in General Dentistry or General Practice Residency program for the state.
- 1.9. The Contractor shall develop, implement and coordinate a Work Plan for recruiting dental students, to apply to future dental residency programs serving Medicaid eligible patients, and underserved areas of the state, including but not limited to:
- 1.9.1. Dental students from regional dental schools to perform clinical rotations in practices located in underserved areas of the state.
- 1.9.2. In-state dental undergraduate students to apply to regional universities for graduate dental training.
- 1.9.3. Recruiting dental students from the University of New England (UNE) Dental program.
- 1.10. The Contractor shall collaborate with the Department's Dental Director to assist in the recruitment of existing and newly graduated dentists capable of providing comprehensive dental care for Medicaid eligible children.
- 1.11. The Contractor shall establish and maintain a relationship with a New Hampshire licensed dentist to support the implementation of the marketing plan and the marketing of recruitment services to dental practices, as approved by the Department's Dental Director.
- 1.12. The Contractor shall participate in activities with colleges, universities, and training programs as a means to develop a pool of candidates that can fill identified workforce needs, including, but not limited to:
- 1.12.1. Information sessions.
- 1.12.2. On-site exhibits.
- 1.12.3. Development of internship sites.

**New Hampshire Department of Health and Human Services
Healthcare Workforce Recruitment Services for Underserved Areas
EXHIBIT B**

- 1.12.4. Student job searches.
- 1.12.5. Internship placements.
- 1.13. The Contractor shall maintain a fee schedule that is approved by the Department for services offered by the Recruitment Center, including provisions for reduced rate fees from entities in underserved areas.
- 1.14. The Contractor shall participate in meetings and discussions centered on community development of primary care systems as requested by the Department.
- 1.15. The Contractor shall utilize the Provider Retention & Information System Management program (PRISM) to assess the value of the State Loan Repayment Program as a recruitment and retention tool, which allows the Contractor to gather real-time data from clinicians as they serve in SLRP, the National Health Service Corporation (NHSC) loan repayment, scholarship programs, and any other incentive programs. The Contractor shall:
 - 1.15.1. Implement PRISM.
 - 1.15.2. Obtain contact information, for clinicians currently obligated within NH's state loan repayment program and for practice administrators within the organizations they work.
 - 1.15.3. Send questionnaires to the clinicians and administrators in PRISM on feedback from clinicals and administrators on the value of recruitment and retention tools and shall:
 - 1.15.3.1. Routinely follow-up with clinicians to increase the rate of questionnaire completions.
 - 1.15.3.2. Ensure summative reports are available on demand with up-to-date data per type of program/per for: Start of Service, End of Year, and End of Contract.
 - 1.15.3.3. Offer webinars for users throughout the year to assist in education, interpretation, and opportunities and assist sites in their recruitment and retention work.
- 1.16. The Contractor shall serve as the designated National Rural Recruitment and Retention Network (3RNET) Coordinator for New Hampshire as a dues paying Member Organization. The Contractor shall:
 - 1.16.1. Maintain a listing of current job opportunities on 3RNET and keep the New Hampshire profile information up-to-date on the 3RNET website.
 - 1.16.2. Set up in-person and/or virtual exhibits at local, regional and national meetings and conferences to engage with job seeking attendees to promote working in NH.

**New Hampshire Department of Health and Human Services
Healthcare Workforce Recruitment Services for Underserved Areas
EXHIBIT B**

- 1.16.3. Include guides to loan repayment programs, navigating a J-1 Waiver job search (and visa contacts), information on Health Professional Shortage Areas (HPSAs), and general support for job searches.

1.17. Work Plan

- 1.17.1. The Contractor shall collaborate with the Department to finalize a work plan for Years 1 and 2 of the Agreement. The draft work plan is outlined below:

Activity	Deliverable	Performance Goals/Indicators	Estimated Timeline/Due Date
Objective 1: Implement a plan to recruit and retain primary care, dental, and behavioral health providers			
Submit annual work plan to the Department within 30 days of the contract effective date.	Annual work plan	Annual work plan submitted	7/31/2022 7/31/2023
Submit detailed description of the language assistance services that will be provided to LEP persons to ensure meaningful access to programs and services.	Letter with detailed description	Detailed description submitted	7/11/2022
Submit Quarterly Reports on the status of activities for the end of each fiscal state fiscal quarter to the Department including but not limited to: <ul style="list-style-type: none"> Summary of key work performed during prior quarter Foreseeable key issues Scheduled work for the upcoming reporting period Work plan progress Identify potential risk/issues and include a mitigation strategy 	Quarterly Report will include: <ul style="list-style-type: none"> Narrative Summary Social Marketing Plan Work Plan Data Report Technical Assistance Summary Report 	Reports submitted 20 business days After the end of each State Fiscal Quarter FY23: Identify 1,400 candidates with interest in NH Quarterly Targets: <ul style="list-style-type: none"> Qtr. 1 - 425 sourced Qtr. 2 - 290 sourced Qtr. 3 - 365 sourced Qtr. 4 - 320 sourced Target Recruited: Recruit 30 providers by 6/30/23 FY24: Identify 1,450 candidates with interest in NH	Report quarterly 10/28/22 1/27/23 4/28/23 7/28/23 10/27/23 1/26/24 4/26/24 7/26/24



**New Hampshire Department of Health and Human Services
Healthcare Workforce Recruitment Services for Underserved Areas
EXHIBIT B**

<ul style="list-style-type: none"> • Number of primary care, behavioral health and dentist professionals identified, with provider type and source. • Number of primary care, behavioral health, and dentist professionals recruited. • Name, practice location, provider type, date placed and source of referral. 		<p>Quarterly Targets:</p> <ul style="list-style-type: none"> • Qtr. 1 - 435 sourced • Qtr. 2 - 310 sourced • Qtr. 3 - 375 sourced • Qtr. 4 - 330 sourced <p>Target Recruited: Recruit an additional 130 providers by 6/30/24</p>	
Place a specific emphasis on those areas of the state that are federally designated underserved areas including but not limited to: HPSAs, MHPSAs, DHPSAs, MUAs, and MUPs	Data charts or other visualizations correlating vacancies, referrals, and recruitments to designated areas.	75% of vacancies, referrals, and recruited providers are in designated areas	6/30/23 6/30/24
Provide technical assistance to communities and to organizations and institutions recruiting health care practitioners on the techniques of recruitment and on measures critical for securing a candidate.	TA documented in quarterly reports	TA documented in quarterly reports	10/28/22 1/27/23 4/28/23 7/28/23 10/27/23 1/26/24 4/26/24 7/26/24
Engage and encourage health care employers to post provider and clinician vacancies.	TA documented in quarterly reports	Send information about the RC services to agencies on an ongoing basis. We will report this correspondence quarterly.	10/28/22 1/27/23 4/28/23 7/28/23 10/27/23 1/26/24 4/26/24 7/26/24
Create and execute a plan for assessing the value of the State Loan Repayment Program as a recruitment and retention tool.	<ul style="list-style-type: none"> • Plan to assess value of the State Loan Repayment Program 	<ul style="list-style-type: none"> • Plan approved by DHHS PRISM implementation begun by 9/30/22 	<p>Plan Developed: 12/31/22</p> <p>Preliminary and/or Final Assessment</p>

DS


**New Hampshire Department of Health and Human Services
Healthcare Workforce Recruitment Services for Underserved Areas
EXHIBIT B**

	<ul style="list-style-type: none"> Preliminary Assessment Results Final Assessment Results 		Results: 12/31/23
Maintain a fee schedule that is approved by Department for services offered by the Recruitment Center including provision for reduced rates for entities in underserved areas.	Analysis of current fee schedule to determine if changes are warranted.	Fee schedule approved by DHHS	6/30/23
Provide summary annual report on Recruitment	Summary Annual Report	Submit within 30 business days	8/11/23
Objective 2: Coordinate activities among Department divisions, including but not limited to: Division of Public Health Services, Division of Medicaid Services, and Bureau of Maternal and Child Health.			
Coordinate activities among Department agencies and divisions that fund the Recruitment Center.	<ul style="list-style-type: none"> Activities reported in the Quarterly Narrative Report 	<ul style="list-style-type: none"> Hold at least 2 group meetings with DPHS funders by 6/30/23. Hold at least 2 group meetings with Department funders between 7/1/23 and 6/30/24. 	11/2022 5/2023 11/2023 5/2024
Collaborate with health professionals Workforce Data Center to inform Recruitment Center activities and strategies	<ul style="list-style-type: none"> Meet with Work Force Data Center Manager at least 2 times per year to coordinate activities. 	<ul style="list-style-type: none"> Hold 2 meetings by 6/30/23 Hold 2 meetings between 7/1/23 and 6/30/24 	6/30/23 6/30/24



**New Hampshire Department of Health and Human Services
Healthcare Workforce Recruitment Services for Underserved Areas
EXHIBIT B**

Participate in meetings and discussions centered on community development of primary care systems as requested by the Department.	Serve as a member of the NH Commission on Primary Care Workforce Issues; Oral Health Coalition Steering Committee; and other groups as appropriate.	<ul style="list-style-type: none"> Participate in 5 meetings by 6/30/23. Participate in 5 meetings between 7/1/23 and 6/30/24. 	10/28/2022 1/27/23 4/28/23 7/28/23 10/27/23 1/26/24 4/26/24 7/26/24
Provide technical assistance to communities and to organizations and institutions recruiting health care practitioners on the techniques of recruitment and on measures critical for securing a candidate.	Technical Assistance summary provided in quarterly report.	TA documented in quarterly reports	10/28/22 1/27/23 4/28/23 7/28/23 10/27/23 1/26/24 4/26/24 7/26/24
Objective 3: Recruit students from New Hampshire to apply to University of New England College of Dental Medicine			
Social marketing plan will include specific items and tasks focused on identifying NH residents to apply for the University of New England (UNE). We will establish and maintain a relationship with and utilize the services of a NH licensed dentist to support this work so that the interested individuals can talk with someone with experience from the field. The dentist will be considered an ambassador. This shall be approved by the	Share Recruitment Center updates with dentist ambassador at least 2 times per year. Incorporate feedback from dentist ambassador in Recruitment Center plans,	2 communications by 5/30/23 2 communications between 5/30/23 and 5/30/24	12/31/2022 6/30/23

**New Hampshire Department of Health and Human Services
Healthcare Workforce Recruitment Services for Underserved Areas
EXHIBIT B**

Department's Dental Director.				
Objective 4a: Recruit students from the University of New England College of Dental Medicine to New Hampshire for clinical rotations and assist graduates from this program in locating to a practice in an underserved area of the state upon graduation				
Develop a work plan to recruit students to apply for clinical rotations in NH. Assist graduates from this program in locating a practice in an underserved area of the state upon graduation.		<ul style="list-style-type: none"> • FY22 Work Plan Social Marketing Plan 	<ul style="list-style-type: none"> • 5 UNE graduates accept clinical rotations in NH in FY23 • 5 UNE graduates accept clinical rotations in NH in FY24 	10/28/22 1/27/23 4/28/23 7/28/23 10/27/23 1/26/24 4/26/24 7/26/24
Objective 4b: Recruit students from New England health professions programs for clinical rotations and assist graduates from this program in locating to a practice in an underserved area of the state upon graduation.				
Seek opportunities to collaborate in the development of an Advanced Education in General Dentistry (AEGD) or General Practice Residency (GPR) program for the State. This work is primarily funded through a HRSA grant to Harvard School of Dental Medicine.		Work with Harvard School of Dental Medicine to establish Dental Public Health and AEGD training sites in NH that serve underserved populations or are in underserved areas.	DPH resident rotation in at least one NH site occurs in FY 23 and 24 Harvard receives accreditation for the AEGD program from CODA One AEGD resident rotation in at least four NH sites occurs in FY23, Two AEGD resident rotations in at least six NH sites occurs in FY 24	6/30/24
Develop, implement, and coordinate a work plan for recruiting dental students to apply to future dental residency programs serving Medicaid eligible patients, and underserved areas of the State.		<ul style="list-style-type: none"> • Work plan developed. • Work plan will include the promotion of Harvard's DPH and AEGD residencies to dental students at UNE and other 	<ul style="list-style-type: none"> • Recruitment flyers shared with target audiences: <ul style="list-style-type: none"> ○ UNE dental students ○ NH Dental Society ○ NH OH Coalition 	Q1 for a DPH resident to start 1/1/2023 Q2 or Q3 for AEGD approval.

**New Hampshire Department of Health and Human Services
Healthcare Workforce Recruitment Services for Underserved Areas
EXHIBIT B**

	<ul style="list-style-type: none"> stakeholders including NH Dental Society and NH Oral Health Coalition. 		
Establish and strengthen relationships with new Family Medicine, Internal Medicine, and Psychiatry residency programs.	Residency program directors and residents are informed of the resources and services available to residents through the Recruitment Center.	<ul style="list-style-type: none"> Reach out to residency program directors to introduce the Recruitment Center. 	12/31/22
Objective 5: Develop and implement a written social marketing plan to enhance recruitment and retention of new health care providers for New Hampshire and applicants for the state loan repayment program			
Develop and implement a written social Marketing plan (SMP) inclusive of marketing strategies, recruitment strategies, and outreach activities to enhance recruitment and retention of healthcare providers for NH. Conduct activities to attract health care providers to practice in NH and use available resources. Include process for escalating issues to the department.	Social Marketing Plan (Attachment B)	<p>SMP submitted within 45 days of contract effective date. 8/13/22</p> <p>FY23 Target: Outreach to</p> <ul style="list-style-type: none"> 215,805 Physicians 15,068 Dentists 71,907 Advanced Practitioners 58,420 Mental Health Professionals (master level clinicians) <p>Total Outreach: 361,200</p> <p>FY24 Target: Outreach to</p> <ul style="list-style-type: none"> 220,121 Physicians 15,369 Dentists 73,345 Advanced Practitioners 59,588 Mental Health Professionals (master level clinicians) <p>Total Outreach: 368,423</p>	<p>Y1 SMP: 8/13/2022 Y2 SMP: 8/13/23</p> <p>Report on progress quarterly</p>
Utilizing an advisory committee of key stakeholders and virtual	<ul style="list-style-type: none"> Advisory Committee convened Market research/ 	Subcontractor Letter of Commitment by 12/31/22 Within 30 days of contracting	Planning: 7/1/22-12/31/22



**New Hampshire Department of Health and Human Services
Healthcare Workforce Recruitment Services for Underserved Areas
EXHIBIT B**

focus groups to develop marketing messages and outreach strategies tailored to the identified audiences including but not limited to: primary care physicians, APRNs, physician assistants, dentists, and bachelor and master's level mental health and substance use disorder treatment providers. Engage contractor to implement this plan, building upon the Recruitment Center's Social Marketing Plan.	<ul style="list-style-type: none"> virtual focus groups identified Core marketing messages (by discipline) created Outreach strategies and promotional partners identified Implementation plan developed 	<ul style="list-style-type: none"> with the consultant: 1 meeting of Advisory Committee 10 focus groups 4 plans of marketing messages, outreach strategies, promotional partners developed Implementation targets will be set through annual work plan process 	Implementation: 1/2/23-6/30/24
Engage contractor to develop and design marketing materials, plan for and implement media buys.	<ul style="list-style-type: none"> Marketing materials designed Media buys planned 	<p>Potential deliverables (will be negotiated with contractor as part of the planning process):</p> <p>Sets of communication materials (e.g., print, email, web-based, social media, etc.) designed for the following groups:</p> <ul style="list-style-type: none"> Primary Care Physicians in Family Medicine, General Internal Medicine, Pediatrics, and Obstetrics/Gynecology Psychiatrists General Dentists Advanced Registered Nurse Practitioners with training in family medicine and mental health Physician Assistants Bachelor and master's level Mental health and substance use disorder treatment 	6/30/24

DS


**New Hampshire Department of Health and Human Services
Healthcare Workforce Recruitment Services for Underserved Areas
EXHIBIT B**

			clinicians Psychologists • Social Workers • Mental Health Counselors • Licensed Drug and Alcohol Counselors 1 radio spot created Campaign schedule developed and media buy(s) executed	
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1.17.2. The Contractor must finalize and implement a written social marketing plan within forty-five (45) days of the Agreement Effective Date to enhance recruitment and retention of new health care providers for New Hampshire and applicants for the State Loan Repayment Program, including, but not limited to:

1.17.2.1. A marketing strategy, which includes messaging for various health care positions listed above, which includes:

1.17.2.1.1. Conducting research regarding current recruiting demands for each discipline and any associated geographic or system related trends that need to be considered (e.g., underserved area vs. non-designated, rural versus urban, national or regional shortages of certain provider types).

1.17.2.1.2. Analyzing data available within the NH Workforce Data Center to understand current trends and predict future ones.

1.17.2.1.3. Developing core marketing messaging by discipline.

1.17.2.1.4. Implementing media buys.

1.17.2.1.5. Establishing and maintaining a relationship with NH licensed dentist to work as an ambassadors.

1.17.2.1.6. Conducting activities to attract health care providers to practice in NH and use available resources.

1.17.2.2. A recruitment strategy:

1.17.2.3. Outreach activities, to develop marketing messages and



**New Hampshire Department of Health and Human Services
Healthcare Workforce Recruitment Services for Underserved Areas
EXHIBIT B**

outreach strategies tailored to the identified audiences, which shall include:

1.17.2.3.1. Creating an advisory committee of key stakeholders to provide advice on what disciplines should be added to the providers listed in Section 1.3, which may include representatives from organizations that employ providers.

1.17.2.3.2. Gaining direct input from organizations and individuals within each of the disciplines that are the focus of this effort.

1.17.2.3.3. Conducting market research and virtual focus groups to determine what attracted them to a health care career in New Hampshire, what keeps them here, and to identify any obstacles they face.

1.17.2.3.4. Developing a new outreach strategies and plans, including a detailed list of promotional partners. These partners shall consist of organizations that can help connect with individuals that may be considering health care careers.

1.17.2.4. The final plan shall include milestones, activities, deliverables, due dates, names of staff assigned to each activity, and a process for escalating issues to the Department.

1.18. Reporting

1.18.1. The Contractor shall provide a summary annual report to the Department, in a format approved by the Department, on the activities under Section 1 Scope of Work within thirty (30) business days (Monday through Friday) from the end of each State Fiscal Year.

1.18.2. The Contractor shall provide quarterly reports on the status of activities for the end of each State Fiscal Quarter to the Department that include but are not limited to:

1.18.2.1. A summary of the key work performed during the prior quarter.

1.18.2.2. Encountered and foreseeable key issue and problems.

1.18.2.3. Scheduled work for the upcoming period including progress against the work plan.

**New Hampshire Department of Health and Human Services
Healthcare Workforce Recruitment Services for Underserved Areas
EXHIBIT B**

- 1.18.2.4. Identification of any potential risk, issues, with a mitigation strategy for each plan.
- 1.18.3. The Contractor must submit quarterly reports to the Department which include, but are not limited to:
 - 1.18.3.1. The number of primary care and behavioral health professionals identified by provider type and the source of the referral.
 - 1.18.3.2. The number of primary care and behavioral health providers recruited.
 - 1.18.3.3. A list primary care and behavioral health providers recruited including:
 - 1.18.3.3.1. Name.
 - 1.18.3.3.2. Practice location.
 - 1.18.3.3.3. Provider type.
 - 1.18.3.3.4. Date placed.
 - 1.18.3.3.5. Source of the referral.
 - 1.18.3.4. The name of primary care and behavioral health providers who decline a placement and the reason(s) provided by the primary care providers for the decline.
 - 1.18.3.5. Number and type of primary care and behavioral health technical assistance consultations provided to local community agencies, organizations, and regions.
 - 1.18.3.6. The number and type of dental technical assistance consultations provided to local community agencies.
 - 1.18.3.7. Narrative information on dental recruiting initiatives.
 - 1.18.3.8. The number of dentists recruited to the state.
 - 1.18.3.9. The number of dental professional candidates, and the source of the referral including, but not limited to:
 - 1.18.3.9.1. General practice.
 - 1.18.3.9.2. Pediatric dentists.
 - 1.18.3.9.3. Sub-specialists.
 - 1.18.3.9.4. A list of dentists recruited including:
 - 1.18.3.9.4.1. Name
 - 1.18.3.9.4.2. Practice location.

DS


**New Hampshire Department of Health and Human Services
Healthcare Workforce Recruitment Services for Underserved Areas
EXHIBIT B**

1.18.3.9.4.3. Provider type.

1.18.3.9.4.4. Placement date.

1.18.3.9.4.5. Source of the referral.

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

1.18.3.11. The number and type of primary care, dental and behavioral health providers recruited to areas within the state as evidenced by count of providers using recruitment software.

1.18.3.12. The number of primary care, dental and behavioral health provider vacancies reported to the Recruitment Center.

1.18.3.13. Recruitment of behavioral health (mental health and SUD) providers for New Hampshire practices as tracked by the Recruitment Center statewide electronic vacancy tracking system and measured by:

1.18.3.13.1. The percent of behavioral health professionals recruited, which is defined as the number of "active" contacts divided by the number of reached or sourced contacts. A reached or sourced contact is someone whom the Recruitment Center has communicated with (electronically, in-person, etc.) who has expressed an interest in working in New Hampshire. A contact is considered "active" if that person has actually followed-up and sent a resume and additional personalized information to seek a position.

1.18.4. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in

**New Hampshire Department of Health and Human Services
Healthcare Workforce Recruitment Services for Underserved Areas
EXHIBIT B**

accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

DS


**New Hampshire Department of Health and Human Services
Healthcare Workforce Recruitment Services for Underserved Areas
EXHIBIT B**

- 3.3.3.1. Brochures.
- 3.3.3.2. Resource directories.
- 3.3.3.3. Protocols or guidelines.
- 3.3.3.4. Posters.
- 3.3.3.5. Reports.

3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

- 4.1.1. Books, records, documents and other electronic or physical 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.
- 4.1.2. All records must 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.

4.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

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**New Hampshire Department of Health and Human Services
Healthcare Workforce Recruitment Services for Underserved Areas
EXHIBIT C**

Payment Terms

1. This Agreement is funded by:
 - 1.1. 13.80% Federal funds, Centers for Medicaid and Medicare, Medical Assistance Program, New Hampshire Health and Human Services, as awarded on October 1, 2021 by Medicaid – Budget and Grants Research, CFDA 93.778, FAIN 2005NH5MAP.
 - 1.2. 1.64% Maternal and Child Health Services Grant, as awarded on October 19, 2021, by the Health Resources and Services Administration, CFDA 93.994, FAIN B04MC45230.
 - 1.3. 57.52% ARPA State Fiscal Recovery Funds under Section 602(C)(1)(a) for expansion of the State Loan Repayment Program (SLRP) as awarded on March 3, 2021 CFDA 93.045, FAIN #2101NHHDC6.
 - 1.4. 27.04% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DPHSContractBilling@dhhs.nh.gov or mailed to:

03


**New Hampshire Department of Health and Human Services
Healthcare Workforce Recruitment Services for Underserved Areas
EXHIBIT C**

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

**New Hampshire Department of Health and Human Services
Healthcare Workforce Recruitment Services for Underserved Areas
EXHIBIT C**

- 8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 8.4. 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.

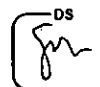


Exhibit C-1, Budget

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

Budget Request for: RFP-2023-DPHS-05-RECRU

Budget Period: SFY23 07/01/2022-06/30/2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 234,545.00	\$ -	\$ 234,545.00	\$ -	\$ -	\$ -	\$ 234,545.00	\$ -	\$ 234,545.00
2. Employee Benefits	\$ 35,182.00	\$ -	\$ 35,182.00	\$ -	\$ -	\$ -	\$ 35,182.00	\$ -	\$ 35,182.00
3. Consultants	\$ 213,000.00	\$ -	\$ 213,000.00	\$ -	\$ -	\$ -	\$ 213,000.00	\$ -	\$ 213,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 11,780.00	\$ -	\$ 11,780.00	\$ -	\$ -	\$ -	\$ 11,780.00	\$ -	\$ 11,780.00
6. Travel	\$ 27,000.00	\$ -	\$ 27,000.00	\$ -	\$ -	\$ -	\$ 27,000.00	\$ -	\$ 27,000.00
7. Occupancy	\$ 26,421.00	\$ -	\$ 26,421.00	\$ -	\$ -	\$ -	\$ 26,421.00	\$ -	\$ 26,421.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 24,500.00	\$ -	\$ 24,500.00	\$ -	\$ -	\$ -	\$ 24,500.00	\$ -	\$ 24,500.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect - de minimis rate	\$ 42,601.00	\$ -	\$ 42,601.00	\$ -	\$ -	\$ -	\$ 42,601.00	\$ -	\$ 42,601.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 625,029.00	\$ -	\$ 625,029.00	\$ -	\$ -	\$ -	\$ 625,029.00	\$ -	\$ 625,029.00

Indirect As A Percent of Direct

0.0%

DS

Contractor Initials
 Date 5/25/2022

Exhibit C-2 Budget

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


Budget Request for: RFP-2023-DPHS-05-RECRU

Budget Period: SFY24 07/01/2023-06/30/2024

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 286,404.00	\$ -	\$ 286,404.00	\$ -	\$ -	\$ -	\$ 286,404.00	\$ -	\$ 286,404.00
2. Employee Benefits	\$ 42,981.00	\$ -	\$ 42,981.00	\$ -	\$ -	\$ -	\$ 42,981.00	\$ -	\$ 42,981.00
3. Consultants	\$ 214,000.00	\$ -	\$ 214,000.00	\$ -	\$ -	\$ -	\$ 214,000.00	\$ -	\$ 214,000.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 11,257.00	\$ -	\$ 11,257.00	\$ -	\$ -	\$ -	\$ 11,257.00	\$ -	\$ 11,257.00
6. Travel	\$ 32,000.00	\$ -	\$ 32,000.00	\$ -	\$ -	\$ -	\$ 32,000.00	\$ -	\$ 32,000.00
7. Occupancy	\$ 27,737.00	\$ -	\$ 27,737.00	\$ -	\$ -	\$ -	\$ 27,737.00	\$ -	\$ 27,737.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 24,500.00	\$ -	\$ 24,500.00	\$ -	\$ -	\$ -	\$ 24,500.00	\$ -	\$ 24,500.00
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Indirect - de minimis rate	\$ 40,112.00	\$ -	\$ 40,112.00	\$ -	\$ -	\$ -	\$ 40,112.00	\$ -	\$ 40,112.00
TOTAL	\$ 678,971.00	\$ -	\$ 678,971.00	\$ -	\$ -	\$ -	\$ 678,971.00	\$ -	\$ 678,971.00

Indirect As A Percent of Direct

0.0%

DS


Contractor Initials
 Date 5/25/2022

**New Hampshire Department of Health and Human Services
Exhibit D**



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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

DS
[Signature]



New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

Vendor Name: Bi-State Primary Care Association

5/25/2022

Date

DocuSigned by:

Name: Georgia J. Maheras, Esq.

Title: VP, Policy and Strategy



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

The Vendor 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.

Vendor Name: Bi-State Primary Care Association

5/25/2022

Date

DocuSigned by:

Name: Georgia J. Maheras, Esq.

Title: VP, Policy and Strategy

Exhibit E - Certification Regarding Lobbying

Vendor Initials

Date 5/25/2022

New Hampshire Department of Health and Human Services
Exhibit F



CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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



**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Bi-State Primary Care Association

5/25/2022

Date

DocuSigned by:

Name: Georgia J. Maheras, Esq.

Title: VP, Policy and Strategy

Contractor Initials

DS

Date 5/25/2022

New Hampshire Department of Health and Human Services
Exhibit G



**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

DS

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

6/27/14
Rev. 10/21/14

Page 1 of 2

Date 5/25/2022



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: Bi-State Primary Care Association

5/25/2022

Date

DocuSigned by:

Name: Georgia J. Maheras, Esq.

Title: VP, Policy and Strategy

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit H



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: Bi-State Primary Care Association

5/25/2022

Date

DocuSigned by:

Name: Georgia J. Maheras, Esq.

Title: VP, Policy and Strategy

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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.

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials

5/25/2022
Date



New Hampshire Department of Health and Human Services

Exhibit I

- l. "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

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 2 of 6

Contractor Initials

5/25/2022
Date

New Hampshire Department of Health and Human Services



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

3/2014

Contractor Initials

5/25/2022
Date

New Hampshire Department of Health and Human Services



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

3/2014

Contractor Initials 

Date 5/25/2022

New Hampshire Department of Health and Human Services



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.

3/2014

Contractor Initials 

5/25/2022
Date

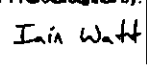



New Hampshire Department of Health and Human Services

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.

Department of Health and Human Services
 The State by:

 Signature of Authorized Representative
 Iain Watt
 Name of Authorized Representative
 Deputy Director - DPHS
 Title of Authorized Representative
 5/27/2022
 Date

Bi-State Primary Care Association
 Name of the Contractor

 Signature of Authorized Representative
 Georgia J. Maheras, Esq.
 Name of Authorized Representative
 VP, Policy and Strategy
 Title of Authorized Representative
 5/25/2022
 Date

**New Hampshire Department of Health and Human Services
Exhibit J**



**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: Bi-State Primary Care Association

5/25/2022

Date

DocuSigned by:

Name: Georgia J. Maheras, Esq.

Title: VP, Policy and Strategy



**New Hampshire Department of Health and Human Services
Exhibit J**

FORM A

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

939836698

1. The DUNS number for your entity is: 939830098
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?

 X NO YES

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

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

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

 NO YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

OS
[Signature]

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the Contractor must:

A. Retention

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

A handwritten signature in black ink, located in the bottom right corner of the page. The signature appears to be "DS" followed by a stylized name.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have intrusion-detection services and intrusion protection services, as well as, firewall protection. The Contractor must hold the key to the cloud solution. The

6. Contractor agrees to cooperate with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Data on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination. The Contractor will also obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce.
2. The Contractor will provide DHHS Information Security with written certification, including date and time of data destruction, asserting that data was destroyed per this Agreement. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction. In the event where the contractor has comingled Confidential Data and the destruction is not feasible the State and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction.
3. Unless otherwise specified in the Contract, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
4. Unless otherwise specified in the Contract, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 4. The Contractor will implement security monitoring capabilities to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor shall require all End Users:
 - a. To comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

- A. The Contractor must notify NHDHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.
 - 1. Parties acknowledge and agree that unless notice to the contrary is provided by Department in its sole discretion to Contractor, this Section VI.1 constitutes notice by Contractor to

A handwritten signature in black ink, appearing to be "S. M.", with a small "DS" above it.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



Department of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Department shall be required.

"Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.

- B. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures. Per the terms of this Exhibit the Contractors and End User's security incident and breach response procedures must also address how the Contractor will:
1. Identify incidents;
 2. Determine if Confidential Data is involved in incidents;
 3. Report suspected or confirmed incidents to the Department as required in this Exhibit. The Department will provide the Contractor with a NH DHHS Security Contractor Incident Risk Assessment Report for completion.
 4. Within 24-hrs of initial notification to the Department, complete the initial NH DHHS Security Contractor Incident Risk Assessment Report and email it to the Department's Information Security Office at the email address provided herein;
 5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include the Department in the incident response calls throughout the incident response investigation;
 6. Identify incident/breach notification method and timing;
 7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to the Department's Information Security Office at the email address provided herein;
 8. Address and report incidents and/or Breaches that implicate personal information (PI) to the Department in accordance with NH RSA 359-C:20 and this Agreement;
 9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade

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A handwritten signature in black ink, appearing to be "Jm", is written over a horizontal line.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.

- C. All legal notifications required as a result of a breach of information, or potential breach, collected pursuant to this Contract shall be coordinated with the State. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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A handwritten signature in black ink, appearing to be "Jm", enclosed in a rectangular box.

State of New Hampshire

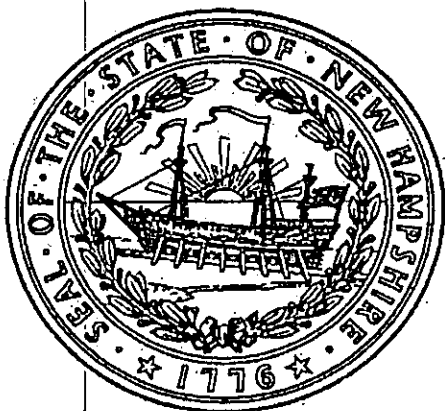
Department of State

CERTIFICATE

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

Business ID: 86710

Certificate Number: 0005767875



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular stamp that matches the Seal of the State of New Hampshire.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Gregory White, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Bi-State Primary Care Association
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at an electronic meeting of the Board of Directors/shareholders, duly called and held by electronic vote as allowed by Bi-State's Bylaws, at which a quorum of the Directors/shareholders were present and voting. This vote occurred on 5/25/2022. The vote authorizes the signature as described below.
(Date)

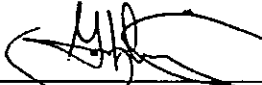
VOTED: That Georgia J. Maheras, VP Policy and Strategy (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Bi-State Primary Care Association to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 5/25/2022



Signature of Elected Officer
Name: Gregory White
Title: Board Chair

BISTATE-01

PCANTLIN



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2021

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

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

PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME: PHONE (A/C, No, Ext): (603) 622-2855 FAX (A/C, No): (603) 622-2854 E-MAIL ADDRESS: info@clarkinsurance.com	INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Ins Co of America INSURER B: Allmerica Financial Alliance INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Bi-State Primary Care Association, Inc. 525 Clinton St Bow, NH 03304		NAIC # 31534 10212

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			OBVA340840	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OBVA340840	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			OBVA340840	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WKVA340821	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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

State of NH
 Department of Health and Human Services
 129 Pleasant Street
 Concord, NH 03301-3857

AUTHORIZED REPRESENTATIVE

Margie Ruth

**525 Clinton Street
Bow, NH 03304**
Voice: 603-228-2830
Fax: 603-228-2464

BI-STATE PRIMARY CARE ASSOCIATION



SERVING VERMONT & NEW HAMPSHIRE

www.bistatepca.org

**61 Elm Street
Montpelier, VT 05602**
Voice: 802-229-0002
Fax: 802-223-2336

Vision

Healthy individuals, families, and communities with equitable and quality health care for all.

Mission

Advance access to comprehensive primary care services for all, with special emphasis on those most in need in Vermont and New Hampshire.



BI-STATE PRIMARY CARE ASSOCIATION



SERVING VERMONT & NEW HAMPSHIRE

CONSOLIDATED FINANCIAL STATEMENTS

and

REPORTS IN ACCORDANCE WITH GOVERNMENT AUDITING
STANDARDS AND UNIFORM GUIDANCE

June 30, 2021 and 2020

With Independent Auditor's Report



INDEPENDENT AUDITOR'S REPORT

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

Report on Financial Statements

We have audited the accompanying consolidated financial statements of Bi-State Primary Care Association, Inc. and Subsidiary, which comprise the consolidated balance sheets as of June 30, 2021 and 2020, and the related consolidated statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Board of Directors
Bi-State Primary Care Association, Inc. and Subsidiary
Page 2

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Bi-State Primary Care Association, Inc. and Subsidiary as of June 30, 2021 and 2020, and the results of their operations, changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, during the year ended June 30, 2021, Bi-State Primary Care Association, Inc. and Subsidiary adopted new accounting guidance, Financial Accounting Standards Board Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), and related guidance. Our opinion is not modified with respect to this matter.

Other Matter

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 16, 2021 on our consideration of Bi-State Primary Care Association, Inc. and Subsidiary's internal control over financial reporting and on our tests of their compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Bi-State Primary Care Association, Inc. and Subsidiary's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Bi-State Primary Care Association, Inc. and Subsidiary's internal control over financial reporting and compliance.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 16, 2021

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**Consolidated Balance Sheets****June 30, 2021 and 2020****ASSETS**

	<u>2021</u>	<u>2020</u>
Current assets		
Cash and cash equivalents	\$ 1,539,885	\$ 2,249,721
Grants and other receivables	827,352	637,163
Prepaid expenses	<u>59,181</u>	<u>45,920</u>
Total current assets	2,426,418	2,932,804
Investments	1,355,591	455,329
Deferred compensation investments	221,960	204,841
Property and equipment, net	<u>301,630</u>	<u>271,156</u>
Total assets	<u>\$ 4,305,599</u>	<u>\$ 3,864,130</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 425,806	\$ 177,783
Accrued salaries and related liabilities	207,439	202,836
Deferred revenue	157,662	45,006
Paycheck Protection Program refundable advance	<u>-</u>	<u>476,000</u>
Total current liabilities	790,907	901,625
Deferred compensation payable	<u>221,960</u>	<u>204,841</u>
Total liabilities	1,012,867	1,106,466
Net assets		
Without donor restrictions	<u>3,292,732</u>	<u>2,757,664</u>
Total liabilities and net assets	<u>\$ 4,305,599</u>	<u>\$ 3,864,130</u>

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

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**Consolidated Statements of Operations and Changes in Net Assets****Years Ended June 30, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
Operating revenue		
Grant revenue	\$ 3,670,330	\$ 3,374,564
Dues income	407,150	389,389
Paycheck Protection Program	476,000	-
Other revenue	<u>264,209</u>	<u>236,107</u>
Total operating revenue	<u>4,817,689</u>	<u>4,000,060</u>
Expenses		
Salaries and wages	2,194,037	2,211,847
Employee benefits	470,811	457,424
Subrecipient grant pass-through	603,172	568,896
Subcontractors for program services	434,190	148,614
Professional services	67,879	69,617
Occupancy	80,124	89,137
Other	409,700	359,115
Depreciation	<u>25,331</u>	<u>27,857</u>
Total expenses	<u>4,285,244</u>	<u>3,932,507</u>
Operating income	<u>532,445</u>	<u>67,553</u>
Other revenue and (losses)		
Equity in net loss of limited liability companies	-	(6,868)
Interest income	<u>2,623</u>	<u>8,773</u>
Net other revenue and (losses)	<u>2,623</u>	<u>1,905</u>
Increase in net assets without donor restrictions	535,068	69,458
Net assets without donor restrictions, beginning of year	<u>2,757,664</u>	<u>2,688,206</u>
Net assets without donor restrictions, end of year	<u>\$ 3,292,732</u>	<u>\$ 2,757,664</u>

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

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**Consolidated Statements of Cash Flows****Years Ended June 30, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities		
Change in net assets	\$ 535,068	\$ 69,458
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	25,331	27,857
Equity in net loss of limited liability companies	-	6,868
(Increase) decrease in the following assets:		
Grants and other receivables	(190,189)	113,671
Prepaid expenses	(13,261)	(2,392)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	248,023	(243,468)
Accrued salaries and related liabilities	4,603	19,647
Deferred revenue	112,656	(43,400)
Paycheck Protection Program refundable advance	<u>(476,000)</u>	<u>476,000</u>
Net cash provided by operating activities	<u>246,231</u>	<u>424,241</u>
Cash flows from investing activities		
Purchase of property and equipment	(55,805)	-
Proceeds from sale of investments	1,355,000	458,588
Purchase of investments	(2,255,262)	(463,507)
Distributions from limited liability companies	<u>-</u>	<u>12,233</u>
Net cash (used) provided by investing activities	<u>(956,067)</u>	<u>7,314</u>
Net (decrease) increase in cash and cash equivalents	(709,836)	431,555
Cash and cash equivalents, beginning of year	<u>2,249,721</u>	<u>1,818,166</u>
Cash and cash equivalents, end of year	<u>\$ 1,539,885</u>	<u>\$ 2,249,721</u>

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

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

Organization

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

Subsidiary

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

1. Summary of Significant Accounting Policies

Principles of Consolidation

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

Basis of Presentation

The consolidated financial statements of the Association have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which requires the Association to report information in the consolidated financial statements according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Association. These net assets may be used at the discretion of the Association's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. There were no net assets with donor restrictions at June 30, 2021 and 2020.

Use of Estimates

The preparation of consolidated financial statements in conformity with 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 consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

Income Taxes

BSPCA is a public charity under Section 501(c)(3) of the Internal Revenue Code (IRC). As a public charity, the entity is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. CPHCS is a limited liability company; however, for federal tax purposes, it is considered to be a disregarded entity and, as such, CPHCS's income, expenses, losses, gains, deductions and credits are reported on BSPCA's information return. Management believes the services provided by CPHCS are consistent with BSPCA's tax-exempt purpose and its revenue does not constitute unrelated business income.

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

COVID-19

In March 2020, the World Health Organization declared the 2019 novel coronavirus disease (COVID-19) a global pandemic and the United States federal government declared COVID-19 a national emergency. The COVID-19 pandemic has impacted and could further impact the Association's operations and the operations of the Association's members as a result of quarantines, travel and logistics restrictions. The extent to which the COVID-19 pandemic, including, but not limited to the duration, continued spread and severity COVID-19, impacts the Association's business and its members cannot be predicted at this time.

During April 2020, the Association received a loan in the amount of \$476,000 pursuant to the Paycheck Protection Program (PPP), a program implemented by the U.S. Small Business Administration (SBA) under the Coronavirus Aid, Relief, and Economic Security Act and the Paycheck Protection Program and Health Care Enhancement Act. The principal amount of the PPP is subject to forgiveness, to the extent that the proceeds are used to pay qualifying expenditures, including payroll costs, rent and utilities, incurred by the Association during a specific covered period. The Association was notified in February 2021 the loan was fully forgiven by the SBA.

Cash and Cash Equivalents

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

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

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**Notes to Consolidated Financial Statements****June 30, 2021 and 2020****Revenue**

In 2021, the Association adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), and related guidance, which supersedes accounting standards that existed under U.S. GAAP and provides a single revenue model to address revenue recognition to be applied by all companies. Under the new standard, companies recognize revenue when a customer obtains control of promised goods or services in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods and services. ASU No. 2014-09 also requires companies to disclose additional information, including the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The Association adopted this ASU for the year ended June 30, 2021 and elected the modified retrospective method; therefore, the financial statements and related notes have been presented accordingly. The impact of adoption to the year ended June 30, 2021 resulted in no material differences to revenue recognition.

Revenue is reported at the estimated net realizable amount that reflects the consideration the Association expects to receive in exchange for providing program services to New Hampshire and Vermont community health centers. These amounts generally do not include variable consideration since the amounts are determined ahead of the provision of services, programs, or memberships. Generally, the Association bills the community health centers directly. Revenue is recognized as performance obligations are satisfied. The Association expects the period of time between the provision of service and receipt of payment for the service to be one year or less. The Association provides program services for stated annual dues. The Association typically receives the payments quarterly for membership dues. The Association also provides event services for a stated registration fee. The Association also receives sponsorships for the events and programs. Pricing and terms of event services are established by the Association. Typically, payments are received in advance of the program or event. Any amounts received before the beginning of the contract period are recorded as deferred revenue.

Performance obligations are determined based on the nature of the services provided by the Association. Revenue for performance obligations satisfied over time is recognized for the general benefits provided. Generally, performance obligations satisfied over time relate to membership dues. The Association measures the period over which the performance obligation is satisfied from the start of the membership period until the end of the fiscal year, and recognizes revenue on a straight-line basis over this period. Revenue for performance obligations related to event services, which are satisfied at a point in time, are based upon the stated contract price (registration fee or sponsorship) for the agreed upon performance obligation.

Grants and Other Receivables

Grants and other receivables are stated at the amount management expects to collect from outstanding balances. All such amounts are considered collectible.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

A portion of the Association's revenue is derived from cost-reimbursable grants, which are conditioned upon certain performance requirements and/or the incurrence of allowable qualifying expenses. Amounts received are recognized as revenue when the Association has incurred expenditures in compliance with specific contract or grant provisions. Amounts received prior to incurring qualifying expenditures are reported as deferred revenue. The Association has been awarded cost reimbursable grants of \$2,300,002 and \$1,762,872 that have not been recognized at June 30, 2021 and 2020, respectively, because qualifying expenditures have not yet been incurred. The Association also has been awarded \$3,249,719 in cost-reimbursable grants with project periods beginning on or after July 1, 2021.

The Association receives a significant amount of grants from the U.S. Department of Health and Human Services (DHHS). As with all government funding, these grants are subject to reduction or termination in future years. For the years ended June 30, 2021 and 2020, grants from DHHS (including both direct awards and awards passed through other organizations) represented approximately 83% and 85%, respectively, of grant revenue.

Investments and Investment Income

Investments in equity securities with readily-determinable fair values and all investments in debt securities are measured at fair value in the consolidated balance sheets. Investment income or loss (including gains and losses on investments, interest, and dividends) is included in the increase in net assets without donor restrictions unless the income or loss is restricted by donor or law. Investments are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the consolidated balance sheets.

Property and Equipment

Property and equipment are carried at cost, less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets. The Association's capitalization policy is applicable for acquisitions greater than \$5,000.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the consolidated statements of operations and changes in net assets as net assets released from restriction. Contributions whose restrictions are met in the same period as the support is received are recognized as net assets without donor restrictions.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**Notes to Consolidated Financial Statements****June 30, 2021 and 2020****Subsequent Events**

For purposes of the preparation of these consolidated financial statements, management has considered transactions or events occurring through September 16, 2021, the date that the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

2. Availability and Liquidity of Financial Assets

The Association regularly monitors liquidity required to meet its operating needs and other contractual commitments. The Association has various sources of liquidity at its disposal, including cash and cash equivalents, investments and a \$350,000 line of credit.

The Association had working capital of \$1,635,511 and \$2,031,179 at June 30, 2021 and 2020, respectively. The Association had average days cash and cash equivalents on hand of 131 and 209 at June 30, 2021 and 2020, respectively.

Financial assets available for general expenditure within one year were as follows:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 1,539,885	\$ 2,249,721
Investments	1,355,591	455,329
Grants and other receivables	<u>827,352</u>	<u>637,163</u>
Financial assets available to meet general expenditures within one year	<u>\$ 3,722,828</u>	<u>\$ 3,342,213</u>

The Association manages its cash available to meet general expenditures following three guiding principles:

- Operating within a prudent range of financial soundness and stability;
- Maintaining an average days cash on hand of 90 to 180 days; and
- Maintaining sufficient reserves to provide reasonable assurance that long-term commitments and obligations will continue to be met, ensuring the sustainability of the Association.

3. Investments

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

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**Notes to Consolidated Financial Statements****June 30, 2021 and 2020**

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

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

The fair market value of the Association's investments and deferred compensation plan investments are measured on a recurring basis. The following table sets forth the Association's assets by level within the fair value hierarchy:

	<u>June 30, 2021</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 4,602	\$ -	\$ -	\$ 4,602
Mutual funds	55,390	-	-	55,390
Exchange traded funds	162,816	-	-	162,816
U.S. treasury bills	-	1,354,743	-	1,354,743
Total	<u>\$ 222,808</u>	<u>\$ 1,354,743</u>	<u>\$ -</u>	<u>\$ 1,577,551</u>

	<u>June 30, 2020</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 458,318	\$ -	\$ -	\$ 458,318
Mutual funds	69,233	-	-	69,233
Exchange traded funds	132,619	-	-	132,619
Total	<u>\$ 660,170</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 660,170</u>

U.S. Treasury bills are valued based on quoted market prices of similar assets.

4. Property and Equipment

Property and equipment consist of the following:

	<u>2021</u>	<u>2020</u>
Land	\$ 50,000	\$ 50,000
Buildings and improvements	479,579	430,136
Furniture and equipment	<u>44,556</u>	<u>38,194</u>
Total cost	574,135	518,330
Less accumulated depreciation	<u>272,505</u>	<u>247,174</u>
Property and equipment, net	<u>\$ 301,630</u>	<u>\$ 271,156</u>

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**Notes to Consolidated Financial Statements****June 30, 2021 and 2020****5. Line of Credit**

The Association has a \$350,000 unsecured revolving line of credit with a local bank payable on demand. The interest rate on the line of credit is Prime plus 1% with a 5% floor (the Prime rate was 3.25% at June 30, 2021; therefore, the interest rate on the line of credit is the 5% floor). There was no outstanding balance on the line of credit at June 30, 2021 and 2020.

6. Functional Expenses

The Association provides various services to residents within its geographic location. As the Association is a service organization, expenses are allocated between program services and administrative support based on the percentage of program and administrative support wages, respectively, to total wages, with the exception of grant pass-through expenses and subcontractors for program services which are 100% program in nature. Expenses related to providing these services are as follows for the years ended June 30:

2021:	<u>Program Services</u>	<u>General and Administrative</u>	<u>Total</u>
Salaries and wages	\$ 1,526,564	\$ 667,473	\$ 2,194,037
Employee benefits	320,098	150,713	470,811
Subrecipient grant pass through	603,172	-	603,172
Subcontractors for program services	434,190	-	434,190
Professional services	45,118	22,761	67,879
Occupancy	53,257	26,867	80,124
Other	272,317	137,383	409,700
Depreciation	16,837	8,494	25,331
Total	\$ <u>3,271,553</u>	\$ <u>1,013,691</u>	\$ <u>4,285,244</u>
2020:	<u>Program Services</u>	<u>General and Administrative</u>	<u>Total</u>
Salaries and wages	\$ 1,701,505	\$ 510,342	\$ 2,211,847
Employee benefits	305,873	151,551	457,424
Subrecipient grant pass through	568,896	-	568,896
Subcontractors for program services	148,614	-	148,614
Professional services	47,190	22,427	69,617
Occupancy	59,248	29,889	89,137
Other	238,696	120,419	359,115
Depreciation	18,516	9,341	27,857
Total	\$ <u>3,088,538</u>	\$ <u>843,969</u>	\$ <u>3,932,507</u>

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**Notes to Consolidated Financial Statements****June 30, 2021 and 2020****7. Retirement Plans**

The Association offers a defined contribution plan to eligible employees. The Association's contributions to the plan for the years ended June 30, 2021 and 2020 amounted to \$87,989 and \$92,133, respectively.

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

8. Related Party Transactions

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

	<u>2021</u>	<u>2020</u>
Members' dues	\$ 180,760	\$ 183,673
Purchased services and event registrations	97,650	39,146
Grant subcontractors	(93,908)	(5,673)
Grant subrecipient pass-through	(272,971)	(325,441)

SUPPLEMENTARY INFORMATION

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Schedule of Expenditures of Federal Awards

Year Ended June 30, 2021

Federal Grant/Pass-Through Grantor/Program Title	Assistance Listing (AL) Number	Pass-Through Contract Number	Total Federal Expenditures	Amount Passed Through to Sub-recipients
U.S. Department of Health and Human Services:				
<i>Direct:</i>				
Technical and Non-Financial Assistance to Health Centers	93.129		\$ 1,618,943	\$ -
Rural Health Care Services Outreach, Rural Health Network Development and Small Health Care Provider Quality Improvement	93.912		256,326	178,887
<i>Passthrough:</i>				
<i>Health Center Program Cluster</i>				
<i>Community Health Access Network</i>				
Affordable Care Act (ACA) Grants for New and Expanded Services Under the Health Center Program	93.527	n/a	385,877	-
<i>Medicaid Cluster</i>				
<i>State of New Hampshire Department of Health and Human Services</i>				
Medical Assistance Program	93.778	102-5000731-47000144	37,881	-
Medical Assistance Program	93.778	102-5000731-90075001		-
		102-5000731-90072009	68,683	-
<i>State of Vermont Department of Vermont Health Access</i>				
Medical Assistance Program	93.778	n/a	42,501	-
Total Medicaid Cluster			149,065	-
<i>Harvard University</i>				
Training in General, Pediatric, and Public Health Dentistry	93.059	158303.5116168.0102	10,741	-
<i>State of New Hampshire Department of Health and Human Services</i>				
Injury Prevention and Control Research and State and Community Based Programs	93.136	n/a	3,000	-
<i>State of New Hampshire Department of Health and Human Services</i>				
Grants to States to Support Oral Health Workforce Activities	93.236	102-5000731-90080500	24,960	-
<i>State of Vermont Department of Health</i>				
Grants to States to Support Oral Health Workforce Activities	93.236	03420-7210S	5,788	-
Total AL 93.236			30,748	-
<i>State of Vermont Department of Health</i>				
Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke	93.426	03420-08236	20,639	-
Improving the Health of Americans through Prevention and Management of Diabetes and Heart Disease and Stroke	93.426	03420-08851	13,531	-
Total AL 93.426			34,170	-
<i>State of New Hampshire Department of Health and Human Services</i>				
Opioid STR	93.788	n/a	493,845	424,285

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Schedule of Expenditures of Federal Awards (Concluded)

Year Ended June 30, 2021

<u>Federal Grant/Pass-Through Grantor/Program Title</u>	<u>Assistance Listing (AL) Number</u>	<u>Pass-Through Contract Number</u>	<u>Total Federal Expenditures</u>	<u>Amount Passed Through to Sub-recipients</u>
<u>U.S. Department of Health and Human Services:</u>				
<u>Passthrough:</u>				
<u>State of Vermont Department of Health</u>				
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	03420-08166	4,053	-
Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations	93.898	03420-7208S	16,754	-
Total AL 93.898			20,807	-
<u>State of New Hampshire Department of Health and Human Services</u>				
Maternal and Child Health Services Block Grant to the States	93.994	102-5000731-90004009	24,251	-
Total U.S. Department of Health and Human Services			3,027,773	603,172
<u>U.S. Department of Labor</u>				
<u>Passthrough:</u>				
<u>Vermont Technical College</u>				
H-1B Job Training Grants	17.268	n/a	536	-
Total Expenditure of Federal Awards, All Programs			\$ 3,028,309	\$ 603,172

The accompanying notes are an integral part of this schedule.

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY

Notes to Schedule of Expenditures of Federal Awards

Year Ended June 30, 2021

1. Summary of Significant Accounting Policies

Expenditures reported on the schedule of expenditures of federal awards (the Schedule) are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), wherein certain types of expenditures are not allowable or are limited as to reimbursement.

2. De Minimis Indirect Cost Rate

Bi-State Primary Care Association, Inc. and Subsidiary (the Association) has elected to use the 10% de minimis indirect cost rate allowed under the Uniform Guidance.

3. Basis of Presentation

The Schedule includes the federal grant activity of the Association. The information in this Schedule is presented in accordance with the requirements of the Uniform Guidance. Because the Schedule presents only a selected portion of the operations of the Association, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Association.



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

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

We have audited, in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Bi-State Primary Care Association, Inc. and Subsidiary, which comprise the consolidated balance sheet as of June 30, 2021, and the related consolidated statements of operations and changes in net assets and cash flows for the year then ended, and the related notes to the consolidated financial statements, and have issued our report thereon dated September 16, 2021.

Internal Control over Financial Reporting

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

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 16, 2021



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

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

Report on Compliance for the Major Federal Program

We have audited Bi-State Primary Care Association, Inc. and Subsidiary's compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on its major federal program for the year ended June 30, 2021. Bi-State Primary Care Association, Inc. and Subsidiary's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditor's Responsibility

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

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

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

Opinion on the Major Federal Program

In our opinion, Bi-State Primary Care Association, Inc. and Subsidiary complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2021.

Report on Internal Control over Compliance

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

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

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

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

Berry Dunn McNeil & Parker, LLC

Portland, Maine
September 16, 2021

BI-STATE PRIMARY CARE ASSOCIATION, INC. AND SUBSIDIARY**Schedule of Findings and Questioned Costs****Year Ended June 30, 2021****1. Summary of Auditor's Results****Financial Statements**

Type of auditor's report issued:

Unmodified

Internal control over financial reporting:

Material weakness(es) identified?

☐ Yes ☒ No

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

☐ Yes ☒ None reported

Noncompliance material to financial statements noted?

☐ Yes ☒ No**Federal Awards**

Internal control over major programs:

Material weakness(es) identified?

☐ Yes ☒ No

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

☐ Yes ☒ None reported

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

Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR Section 510(a) of Uniform Guidance?

☐ Yes ☒ No

Identification of major programs:

Assistance Listing NumberName of Federal Program or Cluster

93.129

Technical and Non-Financial Assistance to Health Centers

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

\$750,000

Auditee qualified as low-risk auditee?

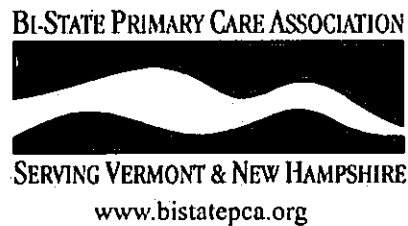
☒ Yes ☐ No**2. Financial Statement Findings**

None

3. Federal Award Findings and Questioned Costs

None

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Fax: 603-228-2464



61 Elm Street
Montpelier, VT 05602
Voice: 802-229-0002
Fax: 802-223-2336

BI-STATE PRIMARY CARE ASSOCIATION FY22 Board of Directors (July 2021 – June 2022)

Board Chair:

Gregory White, CPA, CHFP
Chief Executive Officer
Lamprey Health Care



Board Vice Chair:

Dan Bennett
Chief Executive Officer
Gifford Health Care



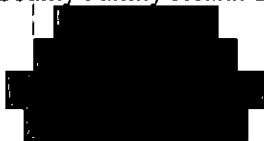
Board Immediate Past Chair:

Martha Halnon, CPC, CAPPM, CMPE
Chief Executive Officer
Mountain Health Center



Board Secretary:

Kenneth Gordon
Chief Executive Officer
Coos County Family Health Services



Board Treasurer:

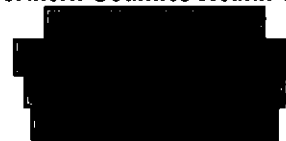
Edward Shanshala, II, MSHSA, MSED
Executive Director/Chief Executive Officer
Ammonoosuc Community Health Services



Gail Auclair, MSM, BSN, RN
Chief Executive Officer
Little Rivers Health Care



Michael Costa
Chief Executive Officer
Northern Counties Health Care




Janet Laatsch, BSN, MBA
Chief Executive Officer
Greater Seacoast Community Health

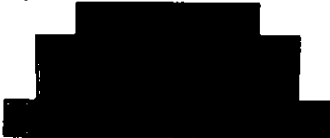


Robert MacLeod
Chief Executive Officer
Mid-State Health Center



BI-STATE PRIMARY CARE ASSOCIATION
FY22 Board of Directors (July 2021 – June 2022)
Page 2

Pamela Parsons
Executive Director
Northern Tier Center for Health


Anna Thomas
Public Health Director
City of Manchester Health Department
CEO, Health Care for the Homeless


FY22 Bi-State Board of Directors Committee Chairs:

- Executive Committee: Greg White
- Finance and Audit Committee: Ed Shanshala
- National Government Relations Committee: Greg White
- NH Government Relations Committee: Robert MacLeod
- Governance and Operations Committee: Ken Gordon
- Planning and Member Services Committee: Janet Laatsch
- VT FQHC CEO Council: Michael Costa
- VT Government Relations Committee: Michael Costa

Katherine A. Shamel

Performance Summary

Self-motivated, self-directed employee that excels at collaboration. Collaborate across a variety of audiences through strong written and oral communications skills. Excellent attention to detail. Strong multi-tasking and prioritization skills with a focus on corporate objectives. While showing a variety of work experience, focus remains on core competencies in the workplace to meet corporate goals.

Core Competencies

- | | | |
|--------------------------|-------------------|-----------------------|
| ✓ Communication | ✓ Organized | ✓ Medical Terminology |
| ✓ Sales Experience | ✓ Detail Oriented | ✓ Supervisory skills |
| ✓ Customer Service | ✓ Program | ✓ EMR |
| ✓ Microsoft Office suite | Management | |

Professional Experience

Bi-State Primary Care Association — *Program Manager, Workforce*

Jan 2022- Present

- Manage the development and implementation of workforce initiatives for comprehensive primary care including medical, mental health, substance misuse, and oral health services.
- Conduct, participate in, and initiate activities, including policy analysis, project management, budget management, contractor/sub-recipient management, grant compliance and applications, building and maintaining relationships, and evaluating projects.
- Support statewide and community-based primary health care initiatives.

Your Real Estate Company by Professionals, LLC — *Realtor,*

2019 - Present

- Walk clients thru the home buying and/or selling process.
- Conduct a needs assessment to understand what clients are looking for.
- Strong attention to detail for accurate forms and signatures.
- Arrange necessary appointments and work with other disciplines.
- Assist buyers, sellers, investors and renters with all real estate transactions.

Steele Hill Resort — *Members Services Coordinator*

2017-2019

- Originally a sales associate then member services coordinator.
- Worked with clients to understand their needs and budget.

- Reviewed the exchange program with potential buyers so they could purchase with confidence. Upgrade owner packages through additional sales.
- Educated owners on on-line account use.

Voluntary Care of Family Member —

2010-2017

- Left the medical field to provide in home care for family members.
- Ran a home-based craft business.

Ear, Nose & Throat Physicians & Surgeons, PA— APRN (Nurse Practitioner)

2007-2010

- Oversaw the allergy department and provided evaluation and treatment of patients with ENT and allergy issues.
- Sole provider at satellite offices requiring supervision of staff.
- Maintained EMR.

ENT Associates of New Hampshire — APRN (Nurse Practitioner)

2004-2007

- Oversaw the allergy department.
- Implemented EMR and built templates specific for our practice for uniform experience and procedures.

Gastroenterology Associate of New England — APRN (Nurse Practitioner)

2001-2004

- Performed preprocedural physicals.
- Provided Patient Education.
- Provided follow-up care post procedures.

Family Health First — APRN (Nurse Practitioner)

1999-2001

- Provided care across two health clinics.
- Managed a grant program for patients without health insurance.
- Established VA outpatient clinic.

Education

Rivier College, Nashua NH — Master of Science May 1998

Saint Anselm College, Manchester NH — Bachelor of Science, Nursing May 1985

Volunteer

Suncook Valley Rotary Club Lovers of the Chichester Library

Chichester Heritage Commission

Capital Region Board of Realtors – Prior Community Outreach Committee Coordinator

Stephanie C. Pagliuca

SUMMARY OF QUALIFICATIONS

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

RELEVANT EMPLOYMENT

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

1994 to Present

Senior Director of Workforce Development & Recruitment

2021-Present

Director of Workforce Development & Recruitment

2003 to 2021

Direct and oversee Bi-State's Recruitment Center and workforce initiatives. The Recruitment Center is a service focused on the recruitment and retention of primary care health professionals for rural and underserved areas of New Hampshire and Vermont. Write, manage, and implement grants from public and private foundations including: Health Resources & Services Administration, Center for Medicare & Medicaid Services, the states of New Hampshire and Vermont, Endowment for Health, DentaQuest Partnership for Oral Health Advancement, Pew Charitable Trusts, and Harvard University. Manage Bi-State's Leadership Development Program. Build relationships and collaborate with state agencies, policy makers, legislators, their staff and other organizations addressing issues of the uninsured, underinsured, and Medicaid. Manage staff and contractors, including federal subrecipients.

Program Manager

1998 to 2003

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

Program Coordinator

1994 to 1998

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

Oxford Health Plan, Nashua, NH

March to October 1994

Customer Service Associate

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

EDUCATION

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

Bi-State Primary Care AssociationKey Personnel YR1

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
TBD	Director	119,454	.6 (7 months)	\$49,619

Key Personnel YR2

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
TBD	Director	123,038	.6	\$73,823

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Bi-State Primary Care Association

Name of Program/Service: Healthcare Workforce Recruitment Services for Underserved Areas

BUDGET PERIOD:		SFY 23		
Name & Title Key Administrative Personnel		Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Stephanie Pagliuca; Sr. Director, Workforce Development & Recruitment		106,771.00	50.00%	\$53,385.00
Katherine Shamel; Program Manager, Workforce		66,950.00	25.00%	\$16,738.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$70,123.00

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Bi-State Primary Care Association

Name of Program/Service: Healthcare Workforce Recruitment Services for Underserved Areas

BUDGET PERIOD:		SFY 24		
Name & Title Key Administrative Personnel		Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Stephanie Pagliuca; Sr. Director, Workforce Development & Recruitment		109,974	50.00%	\$54,987.00
Katherine Shamel; Program Manager, Workforce		68,959	90.00%	\$62,063.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$117,050.00